



**RFP NUMBER 00001428**

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City of Portland, Oregon  
February, 2020

**REQUEST FOR PROPOSALS**  
**For**  
**BULL RUN FILTRATION FACILITY (CMGC)**  
**CONSTRUCTION MANAGER/GENERAL CONTRACOR SERVICES**

**PROPOSALS DUE:** April 9, 2020 by 4:00 p.m.

**SUBMITTAL INFORMATION:** Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

**Submit the Proposal to:**

City of Portland

City's Online Procurement Center

<https://procure.portlandoregon.gov>

**Refer questions to:**

Kelly Davis-McKernan, CPPB, Assoc. DBIA

Phone: (503) 823-7574

Email: [kelly.davis-mckernan@portlandoregon.gov](mailto:kelly.davis-mckernan@portlandoregon.gov)

**A: MANDATORY PRE-PROPOSAL MEETING** has been scheduled for March 12, 2020 at 10:00am, at The Portland Building, 1120 SW 5<sup>th</sup> Avenue, Room 204 on the second floor.

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  - Exhibit H DRAFT Construction Specifications including General Conditions of the Contract (Division 00) for CM/GC Project. Includes Section 007200, 007300, and 007316.
  - Exhibit I Project Data including Draft Project Definition Report, Draft Geotechnical Data Report, Draft Process Flow Diagram and Block Site Layout Exhibit **(Exhibit I to be provided at pre-proposal meeting in exchange for signed confidentiality statement; only one (1) jump drive will be provided per proposing Prime PROPOSER)**
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  - Exhibit O Example Construction Scheduling Guidelines to be used only as an example that relays the general requirements and level of effort that will be expected from the successful

proposer. Exhibit O will be further developed during Phase 1 of the project and it is not intended to replace or alter the requirements of Exhibit H the draft General Conditions.

**NOTICE TO PROPOSERS**  
**CM/GC SERVICES**

Instructions regarding proposing, award of contract, bonding, execution of contract, legal relations and responsibilities, and other related information are included in the General Conditions and General Requirements found in **Exhibit H** of this RFP. The City of Portland reserves the right to reject any or all Proposals. The following list of actions is provided for the use and convenience of PROPOSERS. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all requirements remains with the PROPOSER.

**ITEMS IN BOLD MUST BE SUBMITTED WITH YOUR PROPOSAL.**

**ALL MARKED ITEMS ARE REQUIRED FOR THIS PROJECT**

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1. **( X ) Required**      **Certification and Contract Offer Form**
2. ( X ) Required      Certification as an EEO Affirmative Action Employer
3. ( X ) Required      Community Benefits Agreement: All PROPOSERS shall read **Exhibit A - Community Benefits Agreement** of this specification and commit to perform all requirements described herein. The Plan will be developed during the pre-construction services phase (Phase 1) and implemented during the construction services phase (Phase 2) of the project.
4. ( X ) Required      Workforce Training and Hiring Program: All PROPOSERS shall thoroughly read the Workforce Program section of this specification and commit to perform all requirements described herein. The Plan will be developed during the pre-construction services phase (Phase 1) and implemented during the construction services phase (Phase 2) of the project.
5. ( X ) Required      Incorporation of the General Conditions, Supplementary Conditions, Insurance Requirements, and Division 01 General Requirements provided in **Exhibit H** as part of the Proposal. The General Conditions and Division 01 General Requirements are subject to revisions during final Design and GMP Negotiation.
6. **( X ) Required**      **Receipt of Addenda (Check for receipt of all addenda before submitting Proposal)**
7. **( X ) Required**      **Proposal (Proposal clearly and accurately completed, signed, sealed in an envelope with PROPOSER's name, address, RFP number, due date and time shown on front; submitted before the closing time for receipt of Proposal.)**
8. ( X ) Required      Mandatory Pre-Proposal Conference scheduled.      To be eligible to submit a Proposal, PROPOSERS must attend the Mandatory Pre-Proposal Conference.
9. **( X ) Required**      **Oregon Construction Contractors Board License (must have an Active license PRIOR to submitting a Proposal).**
10. ( X ) Required      City of Portland Business Tax Registration
11. ( X ) Required      Equal Benefits Program Compliance
12. ( X ) Required      Assignment of Anti-Trust Rights
13. **( X ) Required**      **Notarized Non-Collusion Affidavit**

## GENERAL INSTRUCTIONS AND CONDITIONS

**CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING REQUIREMENTS** – The City of Portland seeks to extend contracting opportunities to Disadvantage Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Emerging Small Businesses (ESB), and Service Disabled Veteran Business Enterprise (SDVBE) (collectively “COBID Certified Firms”) in order to promote their economic growth and to provide additional competition for City contracts.

**CITY SUSTAINABILITY OBJECTIVES** – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City’s Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <https://www.portlandoregon.gov/citycode/26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City’s negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City’s sustainability objectives.

**ENVIRONMENTAL CLAIMS** – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

**INVESTIGATION** – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal (“RFP”), these special conditions shall take precedence over any conditions listed under the “General Instructions and Conditions”.

**CLARIFICATION OF REQUEST FOR PROPOSAL** – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the RFP given out by City bureaus, employees, or agents to prospective Proposers shall not bind the City.

**ADDENDA** – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification, or approval made or given in any manner except by addendum.

**COST OF PROPOSAL** – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

**CANCELLATION** – The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**LATE PROPOSALS** – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

**REJECTION OF PROPOSALS** – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City’s best interest to do so. In the City’s discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City’s attention and regardless how the Proposer’s proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**CITY OF PORTLAND BUSINESS TAX REGISTRATION** – CM/GC shall obtain a current City of Portland Business Tax Registration prior to initiation of contract and commencement of the work.

**OREGON CONSTRUCTION CONTRACTORS BOARD LICENSE** – Prospective Proposers shall obtain a current State of Oregon Construction Contractor Board License prior to submitting a proposal.

**WORKERS’ COMPENSATION INSURANCE** – CM/GC shall be covered by Workers’ Compensation Insurance or shall provide evidence that State law does not require such coverage.

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER** – CM/GCs must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed in City Code 5.33.076. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution. Details of certification requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-5047, website: <https://www.portlandoregon.gov/bfrs/article/420206> . In order to be EEO certified, Proposers must complete an online certification form at: <http://procure.portlandoregon.gov/>.

**EQUAL BENEFITS PROGRAM** – CM/GCs must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed in City Code 5.33.077. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 1040, Portland, Oregon 97204, website: <https://www.portlandoregon.gov/bfrs/article/420206>. In order to comply, Proposers must complete an online compliance form at: <http://procure.portlandoregon.gov/>.

**LOCAL CONTRACTING** – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements, or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [City of Portland [Resolution #36260](#)]

**CONFLICT OF INTEREST** - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047, and the City's Charter, Codes and administrative rules, including but not limited to lobbying prohibitions under Portland City Code Section 2.12.080.

**PUBLIC RECORDS** – Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

**AUTHORITY** - The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

## PROJECT CONTACTS

The following names, addresses, and phone numbers are for the convenience of the Proposers:

### FOR:

Obtaining Proposal Documents  
Submitting Proposals

Contract Status

### CONTACT:

Kelly Davis McKernan, Supervisor II Const.  
Procurement Services  
1120 S.W. Fifth Avenue, Room 1040  
Portland, OR 97204  
Phone (503) 823-7574  
Email: [kelly.davis-mckernan@portlandoregon.gov](mailto:kelly.davis-mckernan@portlandoregon.gov)

City of Portland Tax Registration

Revenue Bureau  
111 SW Columbia Street, #600  
Portland, OR 97201  
Phone (503) 823-5157 / Fax (503) 823-5192  
Website:  
<http://www.portlandoregon.gov/revenue/29558?>

Oregon Construction Contractors Board

Construction Contractors Board Licensing  
700 Summer St. N.E., Suite 300  
Salem, OR 97310-0151  
Phone (503) 378-4621  
Email: [ccb.info@state.or.us](mailto:ccb.info@state.or.us)  
Website: [www.oregon.gov/CCB](http://www.oregon.gov/CCB)

DMWESBSDV Subcontractor and Supplier Plan  
Community Benefits Agreement (CBA)

Angela Pack  
Procurement Services  
1120 S.W. Fifth Avenue, Room 1040  
Portland, OR 97204  
Phone: (503) 823-6883  
Email: [angela.pack@portlandoregon.gov](mailto:angela.pack@portlandoregon.gov)

# **PART I SOLICITATION REQUIREMENTS**

## **SECTION A GENERAL INFORMATION**

### **1. INTRODUCTION**

The City of Portland (“CITY” or “OWNER”), Portland Water Bureau (PWB) is seeking proposals for Construction Management/General Contractor (CM/GC) Services for the Bull Run Filtration Project (“Project”). The Project will be managed by the OWNER with assistance from Brown and Caldwell (BC) who has been hired by the OWNER to provide program management and support services. The CM/GC will be required to report to the OWNER and collaborate with the Project Team which includes the OWNER, BC and the DESIGNER.

OWNER has retained Stantec Consulting Services, Inc. (Stantec), referred to as “DESIGNER” to lead the Design Consultant Team. In this role, DESIGNER is responsible for the management and coordination of a team of engineers and select sub-consultants in the planning and design of the project work and will provide engineering support to the OWNER through completion of construction. The construction phase will be managed by the OWNER with assistance from BC. The CM/GC will join the Project Team and assist with design support services through value engineering, constructability, and Reliability Centered Design (RCD) reviews, cost estimating and other Pre-Construction services (Phase 1), be responsible for the construction of early work packages should they become available, and if awarded (Phase 2) as well as be responsible for the construction of the facilities (Phase 3), if awarded.

CONFLICT OF INTEREST: A PROPOSER submitting a proposal thereby certifies that no officer, agent, or employees of the OWNER who has a pecuniary interest in this RFP for CM/GC services has participated in the contractor negotiations on the part of the OWNER, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other PROPOSER of the same call for proposals, and that the PROPOSER is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Stantec as the DESIGNER and BC along with their first tier subconsultants are ineligible to participate on any PROPOSER’s team.

### **2. BACKGROUND**

The Project will design and construct a new potable water filtration facility on a 90+ acre property owned by the OWNER which is located near the intersections of SE Cottrell Road and SE Carpenter Lane near Gresham, Oregon. Facilities to be built include but are not limited to a direct or conventional granular media filtration facility with a design capacity between 145 and 160 million gallons per day (MGD), with more specific pre- and post-filtration treatment processes currently being evaluated in a pilot study which began in June 2019. Other work to be completed will include construction of a clearwell with a volume anticipated to be between 10 and 16 million gallons, a mechanical dewatering facility, various site and stormwater improvements, construction of a storage and maintenance facility and an operations building. This Project has an Oregon Health Authority (OHA)-approved compliance schedule which includes the following construction deadlines:

Submit pilot plant results and preliminary planning to OHA	11/30/2020
Submit final construction plans and construction schedule to OHA	10/31/2022
Water being served meets all OHA and EPA requirements	09/30/2027

The compliance schedule requires an aggressive permitting, design, and construction schedule. Strategic sequencing of construction tasks will be required to ensure worker safety, cost-effective operations, and to ensure the Project is constructed and on-line by the compliance dates noted above. A workshop was held to evaluate procurement methods to assist in determining the most appropriate delivery method for the Project. The workshop specifically looked at alternative procurement methods that were anticipated to minimize project delivery risk and cost and schedule impacts.

Use of the CM/GC alternative contracting method will allow the Water Bureau to select the most qualified contractor with the necessary specialized skills and expertise for the Project. The CM/GC contracting method will further allow construction input during the design process through value engineering and constructability reviews that will assist in developing a construction phasing plan and will assist with the permitting process. Use of an alternative contracting method is more likely to minimize costs and construction impacts thereby ensuring continuous delivery of high-quality drinking water. For these reasons and others, the OWNER has elected to use the CM/GC method of project delivery for this project.

The OWNER published the *Factual Findings for the Proposed Exemption from Competitive Bidding Requirements* for the Bull Run Filtration Project on August 29, 2018 via Ordinance No. 189146. The Portland City Council exempted the construction procurement of this Project from competitive bidding and directed that the CM/GC method be used.

#### Green Building Policy

This project is subject to the City's Green Building Policy, which requires:

- a. occupied structures to meet the US Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Building and Construction (BD+C) at the Gold level and/or achieve Living Building Challenge status and/or achieve Earth Advantage Commercial certification at the Gold level (requirement varies by building size and construction budget)
- b. both occupied and unoccupied structures to meet specific performance requirements in the following areas:
  - Energy efficiency
  - Commissioning
  - Renewable energy
  - Water efficiency
  - Eco-roofs
  - On-site stormwater management and Salmon-Safe best practices
  - Bird-Friendly Design
  - Use of native & drought-tolerant plants
  - Alternative transportation support
  - Material reuse and recycling (minimum 85% percent waste diversion)
  - Environmentally preferable, low-carbon, and least-toxic products

Review the Green Building Policy for further details. A copy of the Green Building Policy is available online at: <https://www.portlandoregon.gov/brfs/article/529550>. The successful PROPOSER will be expected to support an integrative design approach in fulfilling the Green Building Policy requirements, in collaboration with the DESIGNER and OWNER.

### 3. DEFINITIONS

These definitions apply to the Request for Proposal:

**OWNER:** The OWNER is further defined as the City of Portland, Oregon, which is synonymous with CITY and Portland Water Bureau (PWB).



**Construction Manager/General Contractor (CM/GC):** The individual, firm, partnership, joint-venture or corporation, or other legal entity who has entered into a Contract with the OWNER for the work outlined in this document.

**DESIGNER:** The individual, partnership, corporations, joint-venture, or other legal entity named as such by the OWNER. For this project, it is further defined as the firm of:

Stantec Consulting Services, Inc.  
601 SW Second Ave, Suite 1400  
Portland, OR 97204

**PROPOSER:** The individual, partnership, corporation, joint-venture, or other legal entity that delivers a Proposal for possible selection by the OWNER as the CM/GC for the Phase 1 and potentially Phase 2 and or Phase 3 services for the Bull Run Filtration Project.

**PROJECT TEAM:** May include OWNER, Brown and Caldwell (BC), and DESIGNER.

**GMP:** Guaranteed Maximum Price

#### 4. SCOPE OF WORK AND PROJECT GOALS

OWNER intends to contract with the successful PROPOSER in a minimum of two phases, with the potential for an added phase for early construction work, and it is possible that the various phases may overlap. However, separate contracts and fee negotiations will be required for each phase. Entering into a contract for any phase of work does not guarantee that the contractor will be awarded a contract for any other phase, and the OWNER reserves the right to end the successful PROPOSER's services at any time.

For Phase 1, the successful PROPOSER will enter a contract to become the CM/GC and provide Pre-Construction Services during the design phase of the Project.

At any point during Phase I as may be required by OWNER, the Phase 1 CM/GC may be requested to provide a Guaranteed Maximum Price for early work package(s) which may be put forth at the OWNER's discretion. Acceptance by the OWNER of a GMP for an early work package and Notice to Proceed (NTP) for that work will initiate Phase 2 which will include providing complete construction services for the identified early work package(s). Acceptance of a GMP for Phase 2 work does not guarantee that the CM/GC will receive any other work on the project.

Upon completion of the 90% design milestone documents the CM/GC may be further asked to provide a Guaranteed Maximum Price based on the 90% documents to act as the CM/GC for Phase 3 and assume the risk of delivering the remainder of the Project on schedule at or under the GMP. Acceptance by OWNER of the GMP based on the 90% design package and Notice to Proceed will initiate the third phase, which will include providing complete construction services for all remaining construction work on the Project, and it is possible that the Phase 2 and Phase 3 may overlap.

PWB is seeking proposals from PROPOSER(s), with demonstrated experience in the successful delivery of large water and/or wastewater treatment facilities using the CM/GC or other similar alternative delivery process and proposes to engage the successful PROPOSER for the following services:

**Phase 1: Pre-Construction Services.** The first phase of the work will occur prior to finalization of “Issued for Construction” Contract Documents. Briefly, Pre-Construction Services include, but are not limited to, participating in design meetings; value engineering; Reliability Centered Design (RCD) participation, particularly regarding equipment selection, risk, and installation/maintenance factors; cost estimating and cost control; schedule development; permitting assistance; plan and specification review; constructability reviews; development of a Contractor Quality Control (CQC) plan; and exploratory excavation or other site investigation tasks as directed by the OWNER. In addition, the CM/GC will help develop the construction scope of work, construction schedules, and the GMP for the construction phase(s) of the work. Phase 1 work will be performed on an Hourly Rate, Not to Exceed basis, up to the Contract amount. Scope for this work is further detailed below.

**Phase 2: Early Construction Services.** Following Land Use Approval and upon receipt of the appropriate permits the Owner may put forth early work packages. Following successful negotiation of a GMP for an early work package, a contract for early construction services may be issued. This phase of the work includes construction, construction management, and completion of all negotiated work elements within the required schedule on a Fixed Fee and Reimbursable Cost basis. Early Construction Work will not be available until after the Land Use Approval and any other necessary permitting process have been completed.

**Phase 3: Construction Services.** Following successful negotiation of the overall project GMP, a contract for construction services will be issued. This final phase of the work includes construction, construction management, and completion of all remaining construction work elements within the required schedule on a Fixed Fee and Reimbursable Cost basis.

***NOTE: CM/GC will be required to self-perform at least 20% of the combined Hard Construction Cost elements of work associated with Phase 2 and Phase 3 if awarded.*** Proposer will clearly define the proposed items of self-performed work necessary to meet the minimum of 20% in their proposal with their basis of selection and qualifications for performing these work items clearly described and detailed.

Major elements of anticipated construction may include but are not limited to the following:

**Construction of a Direct or Conventional Granular Media Filtration Facility with an anticipated treated water design capacity of 145 MGD located near Gresham, Oregon.** The main process components of the treatment facility will be fully defined through work with the pilot plant and further refined through the design phase. Anticipated processes may require pre-oxidation facilities, including raw or settled water ozonation, flash-mix and flocculation basins, sedimentation basins with plate settlers, granular media filtration structures with backwash and air scour capability, and chemical feed and storage facilities.

**Administration Building.** The Administration Building has yet to be fully defined, but it is anticipated that it will consist of a control room, office space, laboratory, meeting rooms, public lobby, educational spaces and sanitary facilities.

**Clearwell.** A new on-site clearwell will be required with an anticipated capacity of between 10 and 16 million gallons. It is thought that the clearwell will be a buried concrete structure whose design and sizing will be fully defined during the design phase of the project.

**Wash Water clarification and Recycle Pump Station.** Pumps, piping and controls as necessary to provide filter backwash and wash water recycling efforts.

**Earthwork.** Mass grading, structural excavation, and possible ground improvements which could require 1,000,000 cubic yards or more of total export.

**Landscaping and Site Restoration.** The site consists of 95+/- acres most of which will require landscaping and restoration as part of this project. Restoration and landscaping requirements will be further defined during detailed design.

**Mechanical Dewatering and Solids Handling Facilities.** Mechanical thickening and dewatering facilities will likely be required with more specific selection of dewatering technology, solids handling processes and building requirements to be evaluated during detailed design.

**Electrical, Instrumentation and Controls.** Conduits, cabling, programming, instrumentation and controls necessary to deliver a fully functional, turn-key facility.

**Plant Overflow and Stormwater Basins.** Plant overflow and stormwater basins are anticipated to consist of multiple earthen basins of varying depths sized appropriately to receive up to 1.15 million gallons of stormwater and approximately 20 million gallons of plant overflows. Various piping installation, installation of inlet and outlet structures and other various elements will also likely be required.

**Standby Power Generators and Switchgear.** 12.47kV switchgear and potentially 3.5 megawatts of standby generator capacity along with an electrical substation, transformers, and bulk fuel storage tanks will likely be required. These various facilities may require a dedicated electrical/generator building which will be further defined during detailed design.

**Maintenance and Storage Building(s).** Building(s) may include provisions for a warehouse, parts inventory, workshops, and other facilities required to support maintenance and repair activities throughout the water treatment plant. Shared office space, restrooms and other auxiliary rooms may also be included.

**Chemical Feed Building.** The chemical feed building is expected to be a dedicated facility large enough to house the chemical feed and storage systems for the majority of chemicals, including corrosion control at the water treatment facility and excluding any potential storage of liquid oxygen or ozone generation equipment.

**Connections to the Raw and Finished Water Pipelines.** The majority of the raw and finished water pipelines will be constructed under different contract(s) whose duration will likely overlap that of plant construction requiring extensive coordination with the other contractor(s). The extent of the plant versus the raw and finished water piping along with the particular tie-in locations will be further developed during the detailed design.

**Access Roadways, Parking Areas and other Miscellaneous Site Development.** Access routes, parking areas and other miscellaneous sited development aspects are required and will be defined during detailed design.

**Other Ancillary Features that may be necessary to support a fully operational water treatment facility.** On-site sewage disposal facilities such as septic tank(s) and drainage field(s) may be required to handle domestic wastewater and sanitary sewers. Offsite improvements or reconfiguration of existing utilities and roadways will be evaluated during detailed design and may be required for the project.

**Extensive Startup and Commissioning Planning, Coordination and Scheduling.** The new water filtration plant will be connected to new raw and finished water pipelines that will be installed under a separate

contract with the connection points of the plant piping to these new pipes to be further defined during detailed design. The construction of the new raw and finished water pipelines will likely overlap plant construction requiring extensive coordination with other work and other contractors. In addition, the new raw and finished water pipelines will connect to the three existing pipelines that supply all water to the City of Portland and its various wholesale customers. Throughout startup and commissioning of the new plant and the new pipelines, potable water service through these existing pipelines will need to be maintained at some level and specific seasonal and supply restrictions associated with pipeline shutdowns should be expected.

**PWB will be implementing Virtual Design and Construction (VDC) on this project.** VDC is the syncing of a 3D model with a cost and resource loaded schedule to allow visualization of the project (also known as 5D). The tools used for VDC include the schedule, 3D model, and the synchronizing software (Bentley Synchro Project). In general, The Designer will be responsible for creating and maintaining the 3D model for the duration of the project. More detailed responsibilities are as follows:

#### **Phase 1 – Design Phase VDC**

During Phase 1, the Designer and CM/GC will collaborate to establish and create objects and attributes in the 3D model. PWB will create, run, and maintain the Synchro project during Phase1.

#### **Designer VDC Responsibilities (Phase 1)**

The 3D Model will need to be parted out per the pour key map and construction schedule by the Designer. Each 3D model part will include a Unique Global Project Parameter Code. All 3D model objects are required to match construction schedule activities. The Designer will model the extents of the excavation zones and activities and provide all shoring and back sloped excavation solutions in collaboration with the CM/GC. The Designer will produce the surface models for existing, temporary, prepared, and finished surfaces in the 3D model. The Designer will make the 3D Model available in the iModel hub environment. Standard naming conventions must be applied to the 3D model, schedules, and cost estimates for synchronization and integration into the Synchro Project.

The Bentley Property codes will include:

1. Facility Codes/Structure Code
2. Grid Identifier (The initial pour keys should be generated along expansion and construction joints where ever possible)
3. Elevation Identifier
4. Pour Type Identifier
5. Simple Sequential Number identifier

Additional Bentley Properties will include:

1. Activity ID
2. Location Breakdown (facility/structure code)
3. System Breakdown Structure (Finish Water, FW)
4. Work Breakdown Structure
5. Equipment Tag ID
6. Equipment Description
7. Asset Classification
8. Asset Category
9. Standard Pipe Segment with the System ID

### **CM/GC VDC Responsibilities (Phase 1)**

The CM/GC shall provide the Designer a constructible pour key map and is responsible for preparing the pour key information (Grid/Column Line combo/Level-Elevation) that will dictate and be consistent with the 3D model and the schedule of activities. The CM/GC will create one activity ID for each Concrete Form, Rebar, Pour, Cure and Strip activity. The CM/GC will delineate each standard pipe segment, which will also be parted in the 3D model by the Designer. The CM/GC is responsible for determining the Location Breakdown Structure (LBS) and Service or System Breakdown Structure (SBS) and property codes listed below that the Designer will embed into the 3D model. The LBS, SBS, and concrete pour strategies must be consistent. The CM/GC is responsible for creating and assigning activity codes in the schedule that will correlate to the LBS, SBS and property codes listed below in the 3D model. The activity coding convention will allow the import of the 3D model and cost loaded schedule in the Synchro Project to perform construction simulations. The CM/GC will be responsible to direct the Designer's placement of falsework, construction assets, including cranes, scaffolding, pumps trucks, concrete batch plant, etc. in the 3D Model.

### **Phases 2 and 3 – Construction**

#### **Designer VDC Responsibilities (Phase 2 & 3)**

The Designer will evaluate any changes to the design and incorporate the changes into the 3D model on a monthly basis. Selected manufacture assets/equipment modeled in Phase 1 will be updated with the approved vendor equipment and asset 3D model content by the Designer. The updated 3D model will be accessible in the iModel hub environment on a 30-day frequency.

#### **CM/GC VDC Responsibilities (Phase 2 & 3)**

The CM/GC will be responsible for updating and maintaining the schedule and Synchro project for the duration of construction. The CM/GC will be required to import the updated 3D model into the Synchro Project. The schedule and Synchro Project should be updated monthly and should reflect current construction progress and methods. The CM/GC will be required to update the Synchro Project with the current extents of the excavation zones, shoring and back sloped excavation solutions. The CM/GC will all be responsible to update the placement of falsework, construction assets, including cranes, scaffolding, pumps trucks, concrete batch plant, etc. in the Synchro Project.

The CM/GC will be required to use the following software:

- Oracle Primavera P6: Scheduling software used for cost and resources loaded schedule
- Bentley Systems suit of BIM authoring tools
- Bentley Synchro Software

PWB will direct the CM/GC which version of each software to use and regular upgrades will be required throughout the project, as directed by PWB.

Draft Construction Scheduling Guidelines are included and are intended to be used only as an example document that relays the general requirements and level of effort that will be expected from the successful proposer. Exhibit O will be further developed during Phase 1 of the project and it is not intended to replace or alter the requirements of Exhibit H the draft General Conditions.

## **DETAILED SCOPES OF WORK FOR THE PHASES ARE PROVIDED BELOW.**

The OWNER reserves the right to end the CM/GC's services at any time during Phase 1 and continue with an alternate CM/GC procurement or with a traditional Design Bid Build (DBB) procurement, if deemed in the best interests of the OWNER. If this occurs, the CM/GC will be paid the agreed upon fee for services rendered up to termination. No fees or anticipated profits will be paid for work not performed.

### **Phase 1 - Pre-Construction Services Scope of Work**

The CM/GC will provide pre-construction phase services under the terms of the Pre-Construction Services Contract between OWNER and the CM/GC. The CM/GC will be expected to provide, at a minimum, the following services and assistance to OWNER. PROPOSERS are encouraged to suggest additional specific services they can offer that may be of benefit to the design and pre-construction planning.

1. Participation in a project Kick-off/Orientation Meeting with OWNER staff, BC, DESIGNER, CM/GC and other key stakeholders. At a minimum, key members from the CM/GC's team that will be required to attend shall include the Project Manager, Site Superintendent, Startup and Commissioning Manager, D/M/W/ESB/SDVBE Outreach Consultant/Manager, Safety Manager, CQC Manager, and key Subcontractors.
2. Participate in up to six 4-hour Partnering/Team Building workshops (on separate days) with OWNER staff, BC, DESIGNER, and other key stakeholders. The first Partnering/Team Building workshop will occur at the commencement of the CM/GC's involvement in Phase 1 Pre-Construction Services. A third-party partnering expert, hired by a member of the Project Team, will be provided to facilitate these meetings. At a minimum, key members from the CM/GC's team required to attend will include the lead Project Manager, Site Superintendent, Startup and Commissioning Manager, Safety Manager, CQC Manager and key Subcontractors.
3. Participate during the design process to advise, assist, and provide recommendations to OWNER, BC and DESIGNER on all aspects of the design of the work, construction planning, scheduling, safety and risk issues, and achieving sustainability objectives.
4. Submit a Project-specific **Project Management Plan** for Phase 1 activities within 30 days of receiving the Phase 1 Notice to Proceed (NTP) and an updated **Project Management Plan** with the proposed GMP for Phase 3. Plans should be consistent with other Project Management Plans prepared by the Project Team.
5. Provide recommendations to Project Team to establish procedures for expediting and streamlining the processing of shop drawings, requests for information, scope changes and other documents. The OWNER currently uses SharePoint for its electronic document tracking system and Primavera P8 Professional Project for scheduling.
6. Provide up to four, formal, written **Constructability Reviews and Comments** for in-progress design and permitting documents with tabulated review comments. Provide input and advice to Project Team with respect to biddability, constructability, construction means and methods, alternative materials, products or methods, work sequencing, staging, etc. Recommend changes to improve constructability, facilitate and expedite construction, lower construction costs, and maintain operability. Comments will be submitted officially in tabulated format accompanied by a written report that summarizes CM/GC comments, input, and advice.

7. CM/GC's Project Manager, Site Superintendent, and a minimum of two additional individuals (to be identified) will participate in up to twenty 4-hour design collaboration workshops during the design effort. Meetings are for the purpose of involving the CM/GC's construction team with the Project Team in order to refine and optimize the design and to address other issues such as safety, risk assessment, cost estimating and scheduling. Accepted input and feedback from the CM/GC's team will be integrated back into the design as it progresses.
8. Support the OWNER in implementing a public involvement program and mitigation program, which includes specific procedures for minimizing the disruption of the local property owners, PWB operations, local business operations, and traffic. Support shall include but not be limited to preparation and attendance at up to ten 4-hour neighborhood meetings.
9. Develop a **Risk Assessment and Management Plan** identifying both cost and schedule risks for construction with associated probabilities of occurrence and mitigation strategies.
10. Provide input in the form of an officially submitted memo or report regarding current construction industry practices or innovations as they may relate to the design.
11. Provide input in the form of an officially submitted memo or report regarding the current labor market, materials availability, potential or realized tariff impacts and any feedback on suppliers or installations that the CM/GC feels are pertinent to the project.
12. Work with the Project Team and the City of Portland Procurement Bureau to develop a **Construction Procurement Plan** detailing approach to self-performed and competitively bid work that meets the requirements of the City's Community Benefits Agreement identified in **Exhibit A**. Recommend separation of the work to facilitate bidding and award of trade contracts considering fast-tracking of construction, minimizing trade jurisdiction disputes, reducing or eliminating "scope gaps" between trades, and other related issues.
13. Work with the Project Team to identify long lead-time materials and equipment. Develop a procurement strategy to mitigate schedule impacts due to identified long-lead items.
14. Work with OWNER to submit documentation for obtaining utilization of D/M/W/ESB/SDVBE firms on this Project that meets the requirements of the City's Community Benefits Agreement identified in **Exhibit A** for subcontractors and suppliers. A draft of the Plan will be expected and provided to the OWNER during this phase by the CM/GC. The final Plan must be approved by the OWNER before a construction services contract will be awarded.
15. Provide formal **Design Quality Assurance (QA) Reviews and Comments** of the 30%, 60%, 90% and 100% design documents. Review for errors and omissions, coordination of specialties, utility clashes, incomplete or inadequate design information or details and suggest modifications to improve completeness or clarity of the overall design package. A QA review shall include review of the cost estimate supplied by Design Team. If CM/GC does not agree with the cost estimate within 10% variance, provide anticipated reasons for the disagreement and if necessary VE suggestions to bring cost estimate back into alignment. Review Comments will be submitted officially in tabulated format accompanied by a written report that summarizes CM/GC comments, input and advice.
16. Provide input to the Project Design Team in the form of a **Construction Management Plan (CMP)**. This CM/GC CMP includes, but is not limited to, coordination with the pipeline work associated with, but not included in this Project, management of startup by-products (waste water, etc.) identifying

storage areas (on and off the Project Site), lay-down areas, disposal site(s) for excavated materials, storage sites for excavated materials to be used as backfill, on-site office location(s), and employee parking locations. Construction impacts will be limited by the approved Land Use Review (LUR).

17. Develop and submit **Traffic Control Plans (TCP)** for review by jurisdiction having authority which may include the City of Gresham, Multnomah County, Clackamas County and the Oregon Department of Transportation (ODOT) based on plans and specifications used for the development of the GMP, for review within two weeks of receipt of such plans and specifications. Revise and resubmit plans as required by permitting agencies.
18. Develop and submit updated **Erosion and Sediment Control Plan(s) (ESCP)** within two weeks of receipt of 90% plans and specifications. Preliminary ESCP plans will be prepared by the DESIGNER and included in the Land Use Application.
19. Develop and submit Project-specific **Construction Waste Management Plan** with a minimum 85% recycling goal for Phase 2 Construction Activities with the proposed GMP.
20. Develop and submit **Site-Specific Safety and Health Plan (SSSHP)** for Phase 1 Pre-construction Activities within 30 days of the Phase 1 NTP.
21. Develop and submit a SSSHP for Phase 2 Construction Activities with the proposed GMP.
22. Assist the Project Design Team in obtaining necessary permits identified as permits to be secured by OWNER per General Conditions of the Contract.
23. **Permitting Support Documents** including all contractor provided permits. Including but not limited to, trade permits, traffic control permits, and deferred submittal work permits that are the responsibility of the CM/GC. Section 007200 General Conditions lists permits and reviews that will be obtained by the OWNER.
24. The CM/GC will prepare and submit a **Cost and Resource Loaded Schedule** in compliance with PWB's schedule guidelines at each design milestone (30%, 60%, 90%, and 100%). The 90% design milestone schedule submittal will serve as the Baseline schedule for Phase 3 services. Monthly schedule submittals will be required for the duration of the contract and used for invoice processing and payments.
25. Develop a **Contractor Quality Control (CQC) Plan** that will coordinate with the OWNERS QA Team in accordance with the **Exhibit N**:
26. Provide the following **Value Engineering (VE) Reports and Assistance**:
  - a. Schedule analysis, as necessary, to facilitate the selection and adoption of identified value engineering alternatives.
  - b. Low-level cost estimates (AACE Class 4), as necessary, to facilitate the selection and adoption of identified value engineering alternatives.
  - c. Provide written **Value Engineering Reports** at the 30, 60 and 90% design milestones that details VE concepts or ideas that the CM/GC believes will benefit the OWNER.
27. **AACE Construction Cost Estimates (30,60, and 90):**



- a. Within 90 days from Phase 1 NTP, provide an initial construction cost estimate for the project and project cash flow through end of construction. The estimate shall be based on the current phase of design documents. The estimate should include all anticipated costs of performing the work based upon the design intent of the design documents. This initial estimate shall comply with the requirements of an Association for the Advancement of Cost Engineering International (AACE International) Class 3 Cost Estimate and will be considered the initial foundation for the GMP.
  - b. Provide a detailed construction cost estimate for the Project based upon the 60% design documents which complies with AACE International Class 2 estimate.
  - c. Provide a final detailed construction cost estimate for the project based upon the 90% design documents. This detailed estimate shall comply with the requirements of an AACE International Class 1 Cost Estimate. Through negotiations, this estimate will develop into the GMP that will be used throughout the duration of the construction and will be the basis of pay applications.
  - d. Provide cash flow projections on a quarterly basis during Phase 1 with each of the AACE cost estimates. Projections shall be provided for both early and late start scenarios and delineate contingency and escalation costs.
  - e. Provide a detailed Basis of Estimate (BOE) report for each estimate.
28. Produce and submit all Phase 1 Pre-Construction Services deliverables as delineated in Part 1, Section B.4 of this RFP.
  29. Provide all administrative and overhead support necessary to support the Phase 1 Pre-Construction Services scope of work.
  30. Assist PROJECT TEAM with an engineering evaluation of proposed equipment and recommend a manufacturer to allow the DESIGNER to make the design documents specific to the materials and equipment to be furnished.
  31. Assist the PROJECT TEAM with identifying and evaluating sites and methods for discharge and disposal of water or other waste products created during startup and testing of all water treatment systems.
  32. Provide written recommendations to the OWNER that identify early construction packages or procurements that may benefit the Project.
  33. Solicit sub-contractor procurement bids for the construction work except for work the CM/GC has identified that they will self-perform. OWNER will be involved with the CM/GC in developing bid packages and in the selection process for all subcontracts and supplier contracts per the requirements of the Community Benefits Agreement identified in **Exhibit A**.
  34. Work with the OWNER to develop and submit a detailed **Workforce Training and Hiring Program Plan** for construction of the Project that meets the requirements of the City's Community Benefits Agreement identified in **Exhibit A**.
  35. Work with the OWNER to design a **Program to distribute the 1% set-aside of the Project's Hard Construction Costs**. The Program will be created to align with the OWNER's Community Opportunity and Enhancement goals and will utilize grants, training events, or other such OWNER approved Community Opportunities and Enhancement Programs to further the OWNER's goals to enhance participation and utilization of previously underutilized construction industry groups.

36. Provide a **Sustainability Plan** for implementing the following Sustainable Procurement objectives into this project.
- a. The use of concrete mixes with lower global warming potential (GWP) than industry averages for that strength class, as determined by a product-specific Type III Environmental Product Declaration (EPD) that is 3<sup>rd</sup> party verified and within its 5-year period of validity. The City encourages early dialogue between the DESIGNER and the concrete supplier(s) associated with the project to facilitate this objective.
  - b. The use of sustainably-sourced wood. Sustainably-sourced is defined as wood that is Forest Stewardship Council (FSC) certified, recycled, salvage, or from an ecological restoration forestry project. Ecological restoration forestry refers to management activities that contribute to the recovery of ecosystems that have been degraded, damaged, or destroyed. Some examples of ecological restoration in forests are: (1) Harvesting small patches of trees to create compositional and spatial heterogeneity in uniform, single species plantations that developed after harvest of old-growth forests; (2) Thinning forests that have become overgrown because of fire suppression. Additional guidance can be obtained from local knowledge bases, such as the non-profit organizations Sustainable Northwest or Build Local Alliance.
  - c. Maximizing the use of nonroad diesel equipment that meets the EPA Tier 4 Nonroad Diesel Emission Rating and/or the use of alternatively-fueled nonroad equipment (e.g. electric, propane, etc.) or otherwise following the nonroad diesel engine requirements phase-in schedule contained with the Clean Air Construction Standard (Attachment K).
  - d. Maximizing the use of on-road diesel equipment that is model year 2007 or newer or otherwise following the on-road diesel engine requirements phase-in schedule contained with the Clean Air Construction Standard (Attachment K).

A copy of the City's Sustainable Procurement Policy is available at:

<https://www.portlandoregon.gov/brrs/article/695574>. Additional information about some of the objectives above can be found at: <https://www.portlandoregon.gov/brrs/79321>.

37. Track, obtain, and maintain documentation related to applicable green building certification criteria being pursued for the project in collaboration with the DESIGNER and OWNER.
38. Attend and participate in meetings with the Labor Management Community Oversight Committee in compliance with the requirements of the City's Community Benefits Agreement identified in **Exhibit A**.
39. Although no federal funding has been accepted to date, additional Project funding may occur through the Water Infrastructure Finance and Innovation Act (WIFIA) program. Should OWNER accept WIFIA assistance, the OWNER will be required to meet WIFIA requirements and the CM/GC will be required to maintain and support the Project Team's documentation of compliance with various WIFIA certifications such as NEPA and American Iron and Steel (AIS). This may include, but is not limited to, assisting with the preparation of an Environmental Assessment or Environmental Impact Statement, following AIS guidance such as EPA-recommended best (documentation) practices, working with manufacturers to obtain certification of a product's AIS compliance, etc.

**PROPOSERS are encouraged to suggest additional specific services they can offer that may be of benefit to the design and pre-construction planning. PROPOSERS will be required to identify each additional service and the cost for each additional service being offered and describe the benefit to the OWNER.**

### **Phases 2 and 3 - Construction Services Scope of Work**

After successful negotiation of a GMP and entering into the Phase 2 Early Construction Services, or Phase 3 Construction Services Contract, the CM/GC shall be responsible for construction means, methods, sequencing, scheduling, coordination, selection and supervision of subcontractors, and self-performing a portion of the combined Work, per the Contract Documents.

Construction Services required of the CM/GC include but are not limited to the following:

1. Procure and furnish payment and performance bonds prior to execution of the construction contract.
2. Provide necessary bonds and CM/GC provided insurance coverages and certificates, as required.
3. Secure permits, including but not limited to trade permits, as necessary, for construction activities.
4. Prepare detailed Schedule of Values Template.
5. Monitor and ensure AIS product compliance as may be required.
6. Solicit, select, and manage subcontractors for all elements of construction work identified by the CM/GC and approved by the OWNER.
  - a. Implement the Construction Procurement Plan and monitor and ensure compliance with the Subcontractors' Workforce Training and Hiring Program Plan, as developed in compliance with the Community Benefits Agreement during the Pre-Construction Services phase efforts.
  - b. Establish programs for maintaining current job site records, labor relations, and D/M/W/ESB/SDVBE participation that meets the City's requirements.
  - c. Identify a D/M/W/ESB/SDVBE Outreach Consultant/Manager to monitor and implement the programs. Provide monthly status reports using the City's online contract compliance reporting system which is currently LCP Tracker. Attend monthly meetings to confirm program compliance as required in the Community Benefits Agreement.
  - d. Implement the CM/GC's Workforce Training and Hiring Plan developed in compliance with the Community Benefits Agreement during the Pre-Construction Services Phase.
7. Complete self-performed Work per plans and specifications. At a minimum, the CM/GC will be required to self-perform the following work:
  - a. A minimum of 20% of the Hard Construction Cost elements of work associated with Phase 2 and 3 as identified by the CM/GC and approved by the OWNER.
8. Implement and maintain a Site-Specific Safety and Health Plan (SSSHP) consistent with the Plan developed during Pre-Construction Services phase activities.
9. Manage Requests for Information (RFI), Submittal, and Change Order Request Logs.

10. Implement a Waste Management Plan developed in Phase 1 with a minimum 85% recycling goal to meet sustainability objectives.
11. The CM/GC will update and maintain the 3D and Synchro model for the duration of Phase 2 and Phase 3 of the project. This activity will require ongoing close coordination with PWB's VDC team. Provide monthly reports of work progress in comparison to estimated schedule projections. Explain significant variations and provide supporting information, as required by the OWNER. Develop schedule recovery action plans if project work lags behind projected work schedule. Submit the following:
  - a. Four-week look-ahead schedule on a weekly basis
  - b. 90-day look-ahead on a monthly basis
  - c. Updated Comprehensive Construction Schedule
  - d. Variance review
  - e. Updated As-Built provided to Project Design Team as requested
  - f. Synchro Project submitted on a monthly basis
12. Make available all cost and budget estimates, including supporting materials and records to the OWNER. Provide monthly reports of actual costs in comparison to estimated cost projections. Explain significant variations and provide supporting information, as required by the OWNER. Develop recovery action plans when required.
13. Provide the following reports at a minimum:
  - a. Mid-month estimate
  - b. Twice Monthly Payment Applications with supporting documentation
  - c. Four-week construction activity forecast
  - d. Weekly construction status report
  - e. Monthly project update report
  - f. Monthly project cash flow through the end of the project
  - g. Subcontractor and supplier forecasting reports
  - h. Workforce Training and Hiring forecasting reports
  - i. Others as requested
14. Provide the following coordination and administration services:
  - a. Project Manager – Maintain the originally identified Construction Project Manager as identified in the Proposal to provide overall project management.
  - b. Project Superintendent - Maintain the originally identified, full-time Superintendent(s) as identified in the Proposal with necessary staff at the active work site to coordinate and provide direction of the work.
  - c. Startup and Commissioning Manager – Maintain the originally identified Startup and Commissioning Manager as identified in the Proposal to manage and coordinate startup, testing, and commissioning of the new facilities.
  - d. Safety Manager – Maintain the originally identified, full-time Safety Manager as identified in the Proposal with necessary staff at the active work site to ensure a safe workplace.
  - e. Control (CQC) Manager and Staff – Provide a full time CQC Manager as identified in the CQC Plan and other dedicated CQC staff on site during construction. These CQC personnel shall perform no other duties on the Project.

- f. The CM/GC is required to retain the services of a qualified Synchro Planner and submit a Synchro Project on a monthly basis. The Contractor's Synchro Planner will be given the OWNER's Synchro Project, which is created and controlled by the OWNER during the design and baseline schedule acceptance phases. The CM/GC will be expected to expand and modify the Synchro Project to incorporate the CM/GC's monthly progress schedules.
- g. Provide additional staff, as required, to properly manage the project and ensure conformance with plans and specifications.
- h. Conduct daily internal staffing and planning meetings.
- i. Maintain adequate security staff and facilities for construction site and staging areas. Restore any site security or OWNER security measures that are disrupted by work.
- j. Plan for and participate in at minimum a weekly schedule and coordination meetings with the following in attendance:
  - i. OWNER's Representatives
  - ii. OWNER's QA Staff/Inspector(s)
  - iii. OWNER's Operations/Maintenance Staff
  - iv. Major and other subcontractor(s) involved with the Work
- k. Plan for and participate in at minimum a monthly project status meeting with the following in attendance:
  - i. OWNER's Representatives
  - ii. OWNER's QA Staff/Inspector(s)
  - iii. OWNER'S Operations/Maintenance Staff
  - iv. Major and other subcontractors
- l. Plan for and participate in meetings with the Labor Management Community Oversight Committee with the following in attendance:
  - i. CMGC's D/M/W/ESB/SDVBE Outreach Consultant/Manager
  - ii. OWNER's Representatives
  - iii. Major subcontractors
- m. Provide regulatory and permit compliance briefings to the OWNER as required, to ensure compliance.
- n. Support the OWNER in implementing a comprehensive public involvement program and mitigation program which includes specific procedures for minimizing the disruption of the local property owners, OWNER operations, local business operations, and traffic. This will include a proactive program for ensuring safety of all persons and property affected by the work.
- o. Track, obtain, and maintain documentation related to applicable green building certification criteria being pursued for the project in collaboration with the DESIGNER and OWNER.

15. Provide contract management services, as described below:

- a. Review and process all twice-monthly applications for payment by subcontractors and material suppliers in accordance with the contract. Review and resolve all subcontractors' and/or material suppliers' requests for additional costs.
- b. Contract administration as defined in the Contract Documents.
- c. Change management as defined in the Contract Documents.

16. Develop and Implement a Commissioning and Startup Program Plan:

- a. Develop Plan for PROJECT TEAM review/approval.
- b. Obtain Certification(s) of proper installation.
- c. Provide operator/maintenance training.
- d. Perform acceptance testing.

- e. Manage delivery and storage of spare parts.
  - f. Provide Draft and Final Operation and Maintenance manual for all required equipment.
17. Coordinate and expedite the submittal of as-builts and record drawings.
18. Furnish warranty and associated services, per Contract Documents.
19. Implement the Sustainability Plan developed during the Pre-Construction Services Phase.
20. The CM/GC and all subcontractors regardless of tier shall minimize idling of vehicles and equipment to reduce vehicle emissions in accordance with the following:
- a. Establish truck staging areas for diesel-powered vehicles located where the truck emissions have a minimum impact on sensitive populations, such as residences, schools, hospitals and nursing homes.
  - b. Limit idling of trucks and other diesel-powered equipment to 5 minutes, when the equipment is not in use or in motion, except as follows:
    - When traffic conditions or mechanical difficulties, over which the operator has no control, force the equipment to remain motionless.
    - When operating the equipment's heating, cooling or auxiliary systems is necessary to accomplish the equipment's intended use.
    - When the safety of contractors and their employees may be compromised if diesel equipment is turned off; for example, where employees are working in a trench.
    - To bring the equipment to the manufacturer's recommended operating temperature.
    - When the equipment meets the most stringent EPA emissions standards or has been retrofit with a diesel particulate filter (DPF).
    - When frequent shutdowns may be detrimental to the exhaust control system, reducing the effectiveness of that system by lowering the exhaust temperature.
    - When the outdoor temperature is below 20 °F.
    - When the equipment requires testing, servicing, inspection, or repairs.
    - Under other circumstances specifically authorized by the Engineer.
  - c. Post "Five Minute Limit" anti-idling signs in high foot traffic areas of the job site, visible to workers. All nonroad diesel equipment shall have decals/prompts visible to the operator to remind them to shut down the equipment after 5 minutes of inactivity.

## 5. BUSINESS COMPLIANCE

PROPOSERS shall comply with all applicable federal, state, and local laws and regulations regarding all matters concerning this RFP and its contracts, including conducting business in the City of Portland before a contract award may be made, and agree they are currently in compliance with all tax laws. PROPOSERS shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations.

The CM/GC shall be responsible for the following:

### **Oregon Construction Contractors Board**

**PROPOSERS must be licensed with the State of Oregon Construction Contractors Board (OCCB) in accordance with ORS 701.005 and any other specialty licensing as required in the RFP specifications prior to submitting a bid to the City. PROPOSER must have their OCCB license at the time of submitting this**

**proposal in order for the proposal to be considered responsive.** Per City Code 5.34.520(A) and (C), the City shall not consider a PROPOSER's proposal to do work as a Contractor, as defined in ORS 701.005(2), unless the PROPOSER has a current, valid license issued by the Construction Contractors Board at the time the proposal is submitted.

For information contact:

CONSTRUCTION CONTRACTORS BOARD  
700 Summer St. NE, Suite #300  
Salem, OR 97310  
(503) 378-4621  
Website: <http://www.oregon.gov/ccb>

## **Prevailing Wage Rates**

**All work on this project is subject to the State of Oregon Bureau of Labor and Industries (BOLI) Prevailing Wages Rates.** The Prevailing Wage Rates for the construction work will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon", including any applicable amendments, in effect at the time the CM/GC contract becomes a public works contract, and which are hereby incorporated into this contract by this reference. The CM/GC contract becomes a public works contract either when the contract first constitutes a binding and enforceable obligation on the part of the CM/GC to perform or arrange for the performance of construction, reconstruction, major renovation or painting, or when the CM/GC contract enters the construction phase, whichever occurs first.

In accordance with OAR 839-025-0020(8), the CM/GC will have a binding and enforceable obligation to perform or arrange for the performance of construction after the public agency and CM/GC commit to the guaranteed maximum price. The CM/GC contract enters the "construction phase" when the agency first authorizes the performance of early construction-type work directly related to the public works project.

Copies of the current BOLI wage rates that will apply to the Work may be obtained from the Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland OR 97232, and phone (503) 731-4200. However, such rates may change before the CM/GC contract becomes a public works contract. As stated above, the applicable rates for construction are those in existence at the time the construction contract or early work is authorized.

The City of Portland is required to pay the Prevailing Wage Rate (PWR) fee directly to the Oregon Bureau of Labor and Industries. Therefore, PROPOSER acknowledges that this fee has not been included in their proposal amount for this project.

Every subcontract must provide that work on the project is subject to the State of Oregon Bureau of Labor and Industries Prevailing Wage Rates.

The PROPOSER awarded the contract is required to post a Public Works Bond with the Oregon Construction Contractors Board (OCCB) unless exempt prior to start of work on the project.

The Subcontractors awarded the contract are required to post a Public Works Bond with the Oregon Construction Contractors Board unless exempt prior to start of work on the project.

## **Certification as an EEO Affirmative Action Employer**

All PROPOSERS must be certified as Equal Employment Opportunity Employers at contract award as prescribed in City Code 5.33.076. Details of certification requirements are available from

Procurement Services, 1120 SW Fifth Avenue, Room 1040, Portland, Oregon 97204, website:  
<http://www.portlandoregon.gov/brfs/27353>.

#### **Non-Discrimination in Employee Benefits (Equal Benefits)**

The CM/GC must be in compliance with the City's Equal Benefits Program at contract award as prescribed in City Code 5.33.077. Details of compliance requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website  
<http://www.portlandoregon.gov/brfs/43774>.

#### **Business Tax Registration**

All PROPOSERS must be in compliance with the City of Portland Business Tax Registration requirements at contract award as prescribed by Chapter 7.02 of the Code of the City of Portland. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website:  
<http://www.portlandoregon.gov/brfs/27353?>

If PROPOSER currently has a City business tax registration and is EEO certified, include in the Cover Letter your firm's City of Portland Business Tax Registration number as well as the Equal Employment Opportunity (EEO) confirmation statement.

#### **6. PROJECT FUNDING**

The Project is funded by the City of Portland. The current opinion of probable construction cost for the Project is \$550,000,000 to \$650,000,000.

The Proposal shall include the true estimated cost or fixed price estimate to perform the work.

If the City and the CM/GC are unable to agree on the terms of a final construction contract or if the project does not proceed to construction for any reason beyond the control of the CM/GC, then the CM/GC shall be reimbursed for the actual costs of providing the services during the pre-construction services phase, in a not-to-exceed amount.

#### **7. TIMELINE FOR SELECTION**

The following dates are proposed as a timeline for this project:

Mandatory Pre-Proposal meeting at 10:00 a.m./p.m.	March 12, 2020
Written proposals due at 4:00 p.m.	April 9, 2020
Announcement of short list Proposers	May, 2020
Interviews or additional review, if deemed necessary	May/June, 2020
Notice of Intent to Award Preconstruction Services Contract	June, 2020

**The City reserves the right to make adjustments to the above noted schedule as necessary.**



## **SECTION B CM/GC SERVICES**

### **1. CM/GC SERVICES**

The intent of the CM/GC approach is to establish a working relationship based on mutual trust and collaboration between the CM/GC, OWNER, Project Team. The Bull Run Filtration Project will be an “Open Book” job, whereby the City Project Management team may attend any and all meetings and bid openings relating to the Project and have access to any and all books, accounts and records relating to the Project and will provide overlapping project and construction management activities.

Phase 1 - Pre-Construction Services Phase: The selected CM/GC will provide pre-construction services for the Project as set forth in Part I, Section A.4 - Scope of Work and Project Goals.

Phase 2 - Construction Services Phase: The selected CM/GC will provide Construction Services for early work as set forth in Part I, Section A.4 - Scope of Work and Project Goals, provided a GMP is successfully negotiated for early work.

Phase 3 - Construction Services Phase: The selected CM/GC will provide Construction Services as set forth in Part I, Section A.4 - Scope of Work and Project Goals, provided a GMP is successfully negotiated.

Each phase will be negotiated separately and result in distinct Contracts with the City of Portland.

The CM/GC shall provide a comprehensive, turn-key scope of services from beginning to end of project. It is required that the CM/GC have advanced skills in construction management and construction services for construction of water and/or wastewater treatment facilities.

### **2. WORK PERFORMED BY THE CITY / OTHERS**

The City shall make available sufficient hours of staff personnel as is required to meet with the CM/GC and provide such information as required. The City has assigned an Owner’s Project Manager as part of the PROJECT TEAM to oversee the CM/GC’s work and provide support as needed. Specific duties the City will perform include:

- A. Manage the contract; monitor progress; review; and approve work products, reports, and expenditures.
- B. Provide written responses to submittals including reports, draft and final deliverables, questions, requests for information (RFI’s), plans, and specifications.
- C. Provide access to OWNER records, as applicable.
- D. Provide maps, drawings, and other reports, as needed.
- E. Provide survey monuments required for horizontal and vertical control.
- F. Secure easements and property, as needed, for construction of permanent facilities as shown on the final construction Contract Documents.
- G. Secure permits required for permanent OWNER facilities as specified by the final construction Contract Documents. Reviews and permits to be secured by OWNER include, but are not limited to:
  - Land Use Review
  - Conditional Use Permit
  - Building Permit
  - Grading/Fill Permit
  - DEQ 1200-C
  - Multnomah County Utility Placement Permit
  - Oregon Health Authority (OHA) review

NOTE: Other OWNER secured reviews and permits may be required. OWNER will assist the CM/GC with identifying and procuring other needed permits, if necessary. Also note that some OWNER secured reviews and permits require deliverables from the PROPOSER before they can be submitted by the OWNER.

- H. Construction management services, including, but not limited to:
- Project management
  - Quality Assurance Inspection
  - Quality Assurance Testing
  - Submittal and RFI/RFC reviews
  - Change Management
  - Potential Change Orders
  - Field Orders
  - Special Inspection services
  - Prepare Punch List
  - Co-facilitation of Weekly Construction Progress Meetings
  - Preparation of minutes from these Weekly Progress Meetings will be the responsibility of the CM/GC who will submit these minutes to all who attended for review and comment no later than two business days after the meeting is held.
  - Attend and participate in meetings with the Labor Management Community Oversight Committee
- I. The City will provide the CM/GC with available electronic and paper copies of drawings and documents.

### 3. WORK PERFORMED BY THE PROJECT DESIGNER

The Project DESIGNERS, under contract with the City, will perform the following work related to this Project:

- A. Plans and Specifications
- B. Submittal and RFI Reviews
- C. Field Services and Meetings as requested by the OWNER
- Engineer of Record Inspections and Observations
  - Partnering
  - Meetings and Site Visits
  - Subcontractor Selection Support
  - Startup, Testing, and Commissioning Support
  - Claims and Change Order Assistance
  - Punch List
  - Review CM/GC-provided O&M Manual
- D. Prepare As-Built Drawings. These will be based on red-lined as-built drawings or other acceptable documents approved by the OWNER which are prepared and furnished by the CM/GC. DESIGNER will prepare electronic as-built drawings based on CM/GC provided documents.

### 4. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, reports, and as built drawings. The CM/GC is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandoregon.gov/bfrs/37732>.

At a minimum, deliverables and schedule for this project shall include:

Phase 1 - Pre-Construction Services

- A. Project Management Plan
- B. Signed Partnering Charter
- C. Constructability Review and Comments
- D. Design Quality Assurance Review and Comments
- E. Risk Assessment and Management Plan
- F. Construction Procurement Plan (For Long Lead-time Materials and Equipment) in compliance with CBA
- G. Construction Procurement Plan (for Self-performed and Subcontracted Work) in compliance with CBA
- H. Workforce Training and Hiring Program Plan
- I. Construction Management Plan
- J. Contractor Quality Control Plan
- K. Plan for Exploratory Excavations at the Worksite
- L. Traffic Control Plans
- M. Erosion and Sediment Control Plans
- N. Construction Waste Management Plan
- O. Site Specific Safety and Health Plan for Phases 1, 2 and 3
- P. Permitting support documents, including all contractor provided permits
- Q. Schedule of Values Template
- R. Work Breakdown Structure
- S. Critical Path Project Schedules for baseline and progress updates with recommendations for early work packages that could expedite completion of the Project
- T. Value Engineering Reports and Assistance
- U. AACE Construction Cost Estimates (30, 60, and 90)
- V. Construction Cash Flow Projections
- W. Procurement Bid Packages
- X. Sustainability Plan
- Y. Monthly Sub-Consultant Payment and Utilization Reports
- Z. GMP and Supporting Documentation which may include separate GMP(s) for early work packages as determined to be necessary by the OWNER during Phase 1 Pre-Construction Services
- AA. Signed subcontracts
- BB. OCIP Enrollment Forms for the CM/GC and Subcontractors
- CC. Applicable green building certification criteria documentation
- DD. Program to distribute the 1% set-aside of the Project's Hard Construction Costs
- EE. Other deliverables as requested

#### Phases 2 and 3 - Construction Services

- A. Bonds and CM/GC furnished Insurance Certificates, prior to Phase 2 or Phase 3 contract execution
- B. Procurement Bid Packages
- C. CBA reports and documentation
- D. Workforce Training and Hiring Program Workforce Plan and status reports
- E. Project field offices (for CM/GC and OWNER use)
- F. Signed Subcontracts
- G. OCIP Enrollment Forms for the CMGC and Subcontractors
- H. Daily construction, inspection, Erosion Control, and Production Reports
- I. Monthly Synchro Project submittal
- J. Monthly Progress Reports
- K. Monthly and final reports of all construction costs
- L. Critical Path Schedule
- M. Schedule Recovery Action Plan

- N. Four-week look ahead schedules
- O. 90-day look ahead schedule
- P. Updated Comprehensive Construction Schedule
- Q. Schedule Variance review
- R. Updated monthly As-Builts
- S. Certified Payrolls (required weekly, but submitted monthly)
- T. Monthly Subcontractor Payment and Utilization Reports by the 15th of each month
- U. Twice monthly payment applications
- V. Four-week construction activity forecast
- W. Weekly construction status report
- X. Monthly cash flow projections
- Y. Monthly project update report
- Z. Monthly Synchro Project updates
- AA. Cost Recovery Plans
- BB. Contractor test results and summaries
- CC. Submittals for equipment and materials
- DD. Deferred submittals as required in Contract Documents or in the permits
- EE. Deferred Permits
- FF. Trade Permits
- GG. Other Permits as required in the Contract Documents
- HH. Implementation of erosion control, traffic control, Site-Specific Health and Safety, and Sustainability Plans
- II. Construction staging area and requisite signage and protective measures
- JJ. Construction and start-up of all required facilities – permanent and temporary
- KK. Meeting Minutes
- LL. Commissioning and Startup Program Plan
- MM. Draft and Final O&M Manuals
- NN. Operations/maintenance training
- OO. Provide Project photos and photo log monthly
- PP. Coordination and administration of Contract reports
- QQ. Certificate of Occupancy
- RR. Warranties
- SS. Close out documentation
- TT. Applicable green building certification criteria documentation

All deliverables and resulting work products from this contract will become the property of the City of Portland.

## 5. PLACE OF PERFORMANCE

Work site: The Project is located in unincorporated Multnomah County, near Gresham, Oregon, south and east of the intersection of SE Carpenter Lane and SE Cottrell Rd. on a 95+/- acre parcel owned by the OWNER which is currently in agricultural use.

## 6. PERIOD OF PERFORMANCE

The OWNER anticipates having the CM/GC begin providing Phase 1 Pre-Construction services upon pre-construction contract execution and issuance of the Notice to Proceed, which is anticipated to occur in Spring or Summer 2020. Pre-construction services shall continue through the completion of the Project final design. The OWNER anticipates that early work package(s) associated with the mass grading or other work efforts may be beneficial to the project but does not guarantee that early work will occur. At the OWNER's discretion early work package(s) may be issued for construction and upon successful negotiation of a GMP construction cost for that work and receipt of all necessary permits a Phase 2 Notice to Proceed could be issued for Phase 2

construction services which may begin as early as Summer of 2021. Upon completion of design and upon successful negotiation of the GMP construction cost and execution of the Phase 3 Contract for the Construction services, a Phase 3 Notice to Proceed will then be issued for construction services, which are anticipated to begin in Summer 2022 but no later than August 1, 2022. It is anticipated that the Project will be substantially complete and fully operational no later than September 30, 2026

## 7. ACH PAYMENTS

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

<https://www.portlandoregon.gov/bfrs/45475>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

## 8. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. PROPOSERS shall anticipate delays in such places and include the cost of delay in the costs in its proposal.

The CM/GC's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request by security personnel. City Project Managers have discretion to require the CM/GC's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

The CM/GC shall protect and maintain all designated work areas during the entire construction process. Protection of all designated work areas may include, but is not limited to, installation of fencing, cabling or other preventative measures to reduce non-permitted use of the designated work area. The CM/GC shall be responsible for any and all damage resulting from improper use, damage, or vandalism prior to OWNER's Acceptance of the project. The CM/GC shall work with the City to develop a construction plan that addresses security of critical areas.

## 9. INSURANCE

Phase 1 – Pre-Construction Services. Phase 1 activities are not covered by OCIP and appropriate insurance is required to be provided by the CM/GC.

The CM/GC shall obtain and maintain in full force, and at its own expense, throughout the duration of Phase I - Pre-Construction Services contract and any warranty or extension periods, the required insurances identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. CM/GC shall be able to provide evidence that any or all subcontractors performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subcontractor is included under the CM/GC's policy.

Workers Compensation Insurance: CM/GC shall comply with the workers' compensation law ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the CM/GC and any/all subcontractors shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

Commercial General Liability Insurance: CM/GC shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent CM/GC's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed

operations, in per occurrence limit of not less than \$5,000,000, and aggregate limit of not less than \$10,000,000. It shall provide that the City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the CM/GC's services to be provided under this Contract:

**Automobile Liability Insurance:** CM/GC shall have automobile liability insurance with coverage of not less than \$2,000,000 each accident, and an umbrella or excess liability coverage of \$5,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto.

**Professional Liability & Errors & Omissions Insurance:** CM/GC shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the CM/GC under this contract in an amount with a combined single limit of not less than \$5,000,000 per occurrence and aggregate of \$10,000,000 for all claims per occurrence. In lieu of an occurrence based policy, CM/GC may have a claims-made policy in an amount not less than \$2,000,000 per claim and \$4,000,000 annual aggregate, if the CM/GC obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or City Code such as Bailees Insurance, Maritime Coverage, Railroad Insurance, or other coverage(s).

**Additional Insured:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the CM/GC's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage; Notice of Cancellation:** The CM/GC agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from CM/GC to the City. If the insurance is canceled or terminated prior to completion of the Contract, CM/GC shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance:** CM/GC shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The CM/GC shall pay for all deductibles and premium, self-insured retentions and/or self-insurance. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

**Phase 2 and Phase 3 – Construction Services.** The OWNER will provide an OWNER Controlled Insurance Program (OCIP) for Phase 2 (as needed) and Phase 3 Construction Services only. Refer to Draft Specifications including, but not limited to, Section 007200, General Conditions and Section 007316 Insurance Requirements for OWNER and CONTRACTOR coverages. PROPOSERS are advised those levels may change prior to Phase 2.

## 10. BONDING

### Performance and Payment Bonds

The forms for the Performance Bond and the Payment Bond, to be executed by the CM/GC for the Work and delivered to the City prior to the execution of the Construction Services Contracts Phase 2 and Phase 3, are the standard forms of the City of Portland, Oregon. Such forms, incorporated into these RFP Documents by reference only and not physically contained herein, may be reviewed by prospective Bidders at Procurement Services, City of Portland, 1120 SW 5th Avenue, Portland, Oregon, 97204.

The Bonds, in an amount equal to one hundred percent (100%) of the full amount of the Early Work, if applicable, and in the full amount of the GMP, shall be satisfactory to the City and shall be executed by a corporate surety licensed to do business in the State of Oregon. The attorney in fact who executed the Bonds on behalf of the surety shall affix thereto a certified and current copy of their power of attorney and shall indicate the monetary limit of such power.

## 11. GENERAL CONDITIONS AND CONSTRUCTION SPECIFICATIONS

All work done and materials used on this project and the legal relations between the parties and the CONTRACTOR's requirements shall be as set forth in this RFP. The Draft General Conditions and General Requirements that will apply during Phase 2 and Phase 3 have been included in Exhibit H and are subject to change or modification during Phase 1. The construction specifications will be stand-alone specifications and will be incorporated into the Project during design.

## SECTION C PROJECT PROVISIONS

### 1. INDEX

Exhibit A	City of Portland Community Benefits Agreement February 2020
Exhibit B	Sample Pre-Construction Services Contract
Exhibit C	Sample Construction Services Contract
Exhibit D	Assignment of Anti-Trust Rights
Exhibit E	Confidentiality Statement
Exhibit F	Not Used
Exhibit G	Sample Pre-Construction Services Fee Proposal
Exhibit H	DRAFT Construction Specifications including General Conditions of the Contract (Division 00) for CM/GC Project all at ~90% development. Includes Sections 007200, 007300, and 007316.
Exhibit I	Project Data including Draft Project Definition Report, Draft Geotechnical Data Report, Draft Process Flow Diagram and Block Site Layout Exhibit (Exhibit I to be provided at pre-proposal meeting in exchange for signed confidentiality statement; only one (1) jump drive will be provided proposing Prime PROPOSER
Exhibit J	Project Site Vicinity and Detail Maps
Exhibit K	City of Portland Clean Air Construction Standard
Exhibit L	General Construction Safety Provisions: Owner Controlled Insurance Program
Exhibit M	Draft Section 015200 Field Offices and Services
Exhibit N	Draft Section 014516 Contractor Quality Control
Exhibit O	Example Construction Scheduling Guidelines to be used only as an example that relays the general requirements and level of effort that will be expected from the successful proposer.

	Exhibit O will be further developed during Phase 1 of the project and it is not intended to replace or alter the requirements of Exhibit H the draft General Conditions.
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## 2. SAMPLE CONTRACT

The Pre-Construction Services Contract and the Construction Services Contract(s) are the City's standard contracts and will be used as a result of this selection process.

### Pre-construction Services:

Upon successful negotiation of a Statement of Work and Payment Schedule, the selected CM/GC will enter into a Pre-Construction Services Contract for the Project, substantially in accordance with Exhibit B, which indicates the terms and conditions of that contract.

### Construction Services:

Upon successful negotiation of a Guaranteed Maximum Price for either Phase 2 or Phase 3, the City may enter into a Construction Contract for the Project, substantially in accordance with Exhibit C, which indicates the terms and conditions of that contract.

## 3. PROJECT DATA

Exhibit I – Project Data will be distributed to the Prime PROPOSERS at the Mandatory Pre-Proposal Meeting after the OWNER's receipt of the signed Confidentiality Statement Form found in Exhibit E. The Confidentiality Statement Form must be signed by an authorized representative of the PROPOSER's entity. Only one (1) jump drive will be provided per proposing Prime PROPOSER. The following information will be included in Exhibit I – Project Data:

1. Draft Project Definition Report (PDR)
2. Raw Geotechnical Data (Various)
3. Carpenter Lane Site Map with Property Boundaries and Contours

## SECTION D PROPOSAL FORMS

### 1. NAME OF FORM

The following forms must be completed and submitted with your proposal:

- A. Certification and Contract Offer
- B. Non-Collusion Affidavit
- C. Work History Reference Matrix

## PART II PROPOSAL PREPARATION AND SUBMITTAL

### SECTION A PRE-PROPOSAL MEETING/CLARIFICATION

#### 1. MANDATORY PRE-PROPOSAL MEETING

In order to submit a proposal, prospective PROPOSERS must attend a mandatory pre-proposal meeting with City staff and key project team members on March 12, 2020 at 10:00 am at The Portland Building located at 1120 SW 5<sup>th</sup> Avenue, Room 204, 2<sup>nd</sup> floor, Portland, OR.



The purpose of the pre-proposal meeting is for PROPOSERS to ask questions of the City and its Project DESIGNER in order to assist the PROPOSERS in the preparation of their Proposals.

Exhibit I (Project Data) will be distributed at this meeting to Prime PROPOSERS who submit an executed Confidentiality Statement, Exhibit E. The Confidentiality Statement Form must be signed by an authorized representative of the PROPOSER's entity. Only one (1) jump drive will be provided per proposing Prime PROPOSER.

If a question highlights a discrepancy, error or confusion regarding the Request for Proposals, the City will note the issue and address it in the form of an Addendum to the Request for Proposals for issuance to all RFP holders. The Pre-proposal meeting will not be factored into the proposal evaluation process.

Proposals received from PROPOSERS who do not attend will not be considered and will be returned to the PROPOSER.

An optional site visit will be held immediately following the Pre-proposal meeting.

## 2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Kelly Davis-McKernan, Supervisor II Construction

[Kelly.davis-mckernan@portlandoregon.gov](mailto:Kelly.davis-mckernan@portlandoregon.gov)

Procurement Services

1120 SW Fifth Avenue, Phone: (503) 823-7574

Portland, Oregon 97204

## SECTION B PROPOSAL SUBMISSION

### 1. PROPOSALS DUE

Responses must be submitted electronically through BuySpeed on or before the due date and time listed on the cover page of this RFP. It is the Proposer's responsibility to ensure that responses are received prior to the specified closing date and time and are separate submissions. Respondents should allow for a sufficient amount of time for the bid entry/document upload process in BuySpeed in order to ensure timely submission.

All required documents shall be submitted as an attachment in BuySpeed using a naming convention which includes "00001428BullRunFiltrationProposal" as a prefix, and an abbreviation for your company's name (e.g. "00001428BullRunFiltrationProposal\_XYZConstCo.pdf"). The entire response submittal must be uploaded in BuySpeed by the date specified on the cover page of this RFP document.

### 2. PROPOSAL

For purposes of this proposal submission, the Proposer shall submit fully combined and complete:

- One (1) original, PDF copy; and
- If any, one (1) redacted PDF copy of the proposal and all attachments (refer to the redaction for public records section below)

Proposals must be clear, succinct and not exceed fifty (50) pages. Proposal cover letter, section dividers, title page, table of contents, forms required to be submitted with the Proposal, resumes and supplemental information do not count in the overall page count of the proposal and should be grouped in a separately

tabbed section of the Proposal. PROPOSERS who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Proposal pages must be 8-1/2" x 11" with a minimum font size of eleven (11), however, spreadsheets, pictures, diagrams and organization charts may be placed on 11" x 17" sheets and will be considered one page each in the overall page count.

The following information will not be included in the page count:

- Cover letter
- Section Dividers
- Title Page
- Table of Contents
- Proposal Forms
- Supporting Information, including resumes and bonding capacity letter
- PROPOSER's Health and Safety Plan

PROPOSER shall provide section tabs that correspond directly to the Organization of the Proposal as specified in the following Section 3, Organization of Proposal.

All submittals will be evaluated on the completeness and quality of the content. Only those PROPOSERS providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

### 3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the Proposer shall submit: **one (1) original copy of their proposal and all separately attached documents and responses in PDF, or MS Word format** through the City's Online Procurement Center (BuySpeed) at:

<https://procure.portlandoregon.gov/>

#### a. Online proposal submission procedure

**Disclaimer: The following instructions are provided as a guideline to Proposers submitting proposals online through BuySpeed. These instructions are advice only and the City does not warrant that following these instructions will guarantee that a Proposer's proposal is submitted correctly. Proposers bear complete and total responsibility for ensuring their proposal is properly submitted and received on time.**

**Instructions:**

1. If you haven't already, register or complete the registration process in BuySpeed.
2. Log in to BuySpeed, go to the "Bids" tab.
3. Find the "Bid" (RFPs and all Solicitations and Notices in BuySpeed are called "Bids") your firm wishes to propose on. See the "Open Bids" section.
4. Click the "Create Quote" link. (All proposals and bids are considered "Quotes" in BuySpeed)
5. Click Yes or No depending on if you want to be on the Bidder's List.
6. In the "General" Tab, click "Save & Continue" (You will see a validation Error, this is normal, and will be corrected later)
7. Go to the "Items" tab, **enter in a value of 1.00 dollar in the pricing box of the first line item. Make sure that "No Bid" box is unchecked for each line items. Do not enter any pricing or**

**other data in the other item boxes, only enter 1.00 dollar in the first line item in the items tab.**

8. Click "Save & Continue"
9. Skip the "Questions", "Subcontractors", and "Notes" tabs
10. Go to the "Terms and Conditions" Tab. Check "Yes".
11. Click "Save & Continue"
12. Go to the "Attachments" tab. Click "Add File".
13. In the Add File screen click "Browse". Find the file you wish to attach and upload it to our system. **If your Proposal is confidential or contains confidential information, check the "Confidential" box.**
14. Click "Save & Exit".
15. Repeat steps 12-14 to upload any additional documents
16. Go to the "Summary" tab. Review the summary information.
17. Click "Submit Quote", confirm submission by clicking "OK" when prompted.

The entire proposal must be attached and properly submitted through the City's Online Procurement Center **before** the time and date specified on the cover page of this RFP. Proposers are advised to allow extra time prior to the closing date and time to create a "Quote" and upload their proposal documents into BuySpeed.

**b. Confidential Information: additional "redacted copy" of proposal required**

If the Proposer requests redactions to their proposal in accordance with the language below, the Proposer shall also submit one (1) additional "non-confidential" copy of the proposal in unprotected MS Word format with the requested redactions. If no redactions are requested in a proposal, please state that clearly in the Cover Letter.

**REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq.

**Proposers are required to submit a redacted copy of their proposal and all attachments.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of your proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer's original proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the City's sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this RFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

#### 4. ORGANIZATION OF PROPOSAL

PROPOSERS must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit may not be considered.

The OWNER may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

##### 1. Cover Letter

It is mandatory but not included in page total.

##### 2. Qualifications

PROPOSER's Background

PROPOSER's Experience and Work History

PROPOSER's Experience of Key Personnel (Phase 1 and Phases 2 and 3)

PROPOSER's CM/GC and GMP Experience (Phase 1 and Phases 2 and 3)

PROPOSER's water and/or wastewater treatment facility construction experience

PROPOSER's Health and Safety Record

PROPOSER's Partnering Experience

##### 3. Technical Proposal

Project Understanding, Approach and Sustainability

Administration of Work, Project Scheduling, and Coordination

PROPOSER's approach to early work, recommended early work packages, and CM/GC fee associated with those packages.

Value Engineering

PROPOSER's Workload

PROPOSER's Health and Safety Plan

PROPOSER's CQC Experience and Approach

##### 4. Corporate Responsibility

Oregon State Certification/Opportunity Contractor

Disadvantaged, Minority, Women, and Emerging Small Business Contracting

Workforce Diversity and Community Involvement

Sustainable Business Practices

##### 5. Proposed Cost

Includes Proposers Pre-Construction Services Fee and Basis of CM/GC Fee(s) for Phase 2 and or Phase 3 work. With additional fee(s) requested should Federal Funding requirements be necessary.

##### 6. Proposal Forms

Required forms are listed in Table of Contents.

##### 7. Supporting Information

Must include references, resumes, and other supporting documents necessary in order to evaluate the qualifications and experience of the Consultant's team. PROPOSER may include other information pertinent to the project or work to be performed.

NOTE: Where similar information applies to multiple sections, PROPOSER is to simply refer to the first occurrence when responding to the individual qualification requirements.

## SECTION C EVALUATION CRITERIA

### 1. COVER LETTER

By submitting a response, the PROPOSER is accepting the General Instructions and Conditions of this Request for Proposal, the Standard Contract Specifications of the Pre-Construction contract and the Construction Services contract that are applicable to this project.

The Cover Letter must include the following:

RFP number and project title

Name(s) of the person(s) authorized to represent the PROPOSER in any negotiations

Name(s) of the person(s) authorized to sign any contract that may result

Contact person's name, mailing or street addresses, phone and fax numbers and email address

Oregon Construction Contractors Board License Number

Acknowledgement of all Addenda received for this project

PROPOSER's per project and aggregate bonding capacity

Note: As requested in the Cover Letter, the PROPOSER(s) Oregon Construction Contractors Board License must be obtained prior to submittal of the RFP response. A current City of Portland Business License is also required for this project and must be obtained from the City Bureau of Licenses prior to signing of a contract.

A legal representative of the PROPOSER, authorized to bind the PROPOSER in contractual matters, must sign the Cover Letter.

The Cover Letter will also include a short narrative describing the respondent's understanding of the scope of work and their overall vision for the successful project completion.

If PROPOSER currently has a business license and is Equal Employment Opportunity (EEO) certified, include in the Cover Letter PROPOSER's City of Portland Business License number as well as the.

### 2. QUALIFICATIONS

A. INCLUDE IN THE PROPOSAL information related to **PROPOSER's Background** as follows:

1. The PROPOSER shall meet the minimum qualifications in order to be considered and evaluated further by OWNER for this Project. Minimum qualifications are as follows:
  - a. A letter indicating the PROPOSER's ability to bond the Project. Indicate the PROPOSER's total bonding capacity, current available capacity, and single project limit. A written statement from the PROPOSER's bonding company is required to establish the bonding capacity that the OWNER is to consider.
  - b. Provide a letter from the PROPOSER's surety stating the bonding capacity of the individual, company, joint venture, or entity submitting a proposal. In order to meet the minimum requirements, this letter must indicate that the bonding capacity of the PROPOSER is at least 125% of the OWNER's maximum budgeted construction costs.
2. Indicate any current or previous lawsuits or arbitration cases the PROPOSER is involved with.
3. Provide a description of the PROPOSER's entity, including but not limited to:
  - a. The PROPOSER's history
  - b. Number of years in business
  - c. Range of services provided
  - d. Addresses of corporate headquarters, regional offices, and local office
  - e. The PROPOSER's annual gross revenues for the past five years

- B. INCLUDE IN THE PROPOSAL information related to **PROPOSER's Experience** as follows:
1. Provide a complete list of all the PROPOSER's relevant construction projects completed in the past 15 years. Relevant projects shall include but not be limited to water and/or wastewater treatment facilities. Information must be formatted per **Proposal Form D Work History Matrix** and must include:
    - a. Name of the project
    - b. Name of the CONTRACTOR or legal entity on the Contract with the Client.
    - c. Name of the Client
    - d. Client contact name and phone number
    - e. Delivery Method (CM/GC, Design-Bid-Build, Design-Build, Construction Management at Risk, Engineer-Procure-Construction, etc.)
    - f. Major Scopes of Work; highlight any Green Design requirements/achievements
    - g. PROPOSER's key staff responsible for delivery of the project
    - h. Date completed
    - i. Contract amount
    - j. Award(s) for construction and/or project delivery excellence
    - k. Amount of change orders
    - l. Number of lost time accidents
    - m. Identify if any liquidated damages were assessed
    - n. List any project undertaken by the PROPOSER wherein the PROPOSER was unable to complete the project or accomplish the specific performance. Explain circumstances of any such project.
    - o. Identify if the project was performed under an OWNER Controlled Insurance Program (OCIP)
- C. ATTACH TO THE PROPOSAL information related to **Experience of PROPOSER's Key Personnel** as follows:
1. Resumes of Key Personnel proposed for the Project (excluded from overall page count).
  2. Organization Chart
  3. Description of roles and responsibilities of key personnel for each preconstruction services and construction services.
  4. Provide past projects that the key personnel have worked on together in similar roles or capacities to those which are proposed. If possible, highlight joint experience of team members on projects of similar size, scope or complexity.
  5. Provide related experience of key team member/subcontractors in the following areas:
    - a. Cost Estimating
    - b. Scheduling
    - c. Value Engineering
    - d. Constructability reviews
    - e. Green design methodologies and materials
    - f. Construction means and methods
    - g. Complex Construction Sequencing
    - h. Startup, Testing and Commissioning
    - i. Subcontractor bid package preparation
    - j. Site Safety
    - k. Contractor Quality Control (CQC)
    - l. Construction Supervision/Administration
    - m. PROPOSER shall provide key personnel's resumes that demonstrate that the individual(s) meet(s) the qualification and experience requirement for performing the work outlined in Part II, Section C.2.D through G of this Request for Proposal. CM/GC shall not substitute Key Personnel without CM/GC's notifications and written approval

by the OWNER.

The Contracts will require that the PROPOSER's identified key personnel are committed and available to work on the entire scope of this Project including all phases. The PROPOSER's Project Manager is required and will be expected to work full time on this Project during the entire Project and Contracts terms. The PROPOSER's Superintendent is required and will be expected to work full time and exclusively on this Project during the Phase 2 and Phase 3 Construction Services. Any substitution of any key personnel made after any of the contract awards must be requested by CM/GC, reviewed and approved by the OWNER in writing followed by a formal amendment to the Contract which will result in \$25,000 in liquidated damages payable to the OWNER for each replaced key personnel. Any substitution of key personnel without the OWNER's written approval will be considered a material breach of contract.

D. INCLUDE IN THE PROPOSAL information related to **CM/GC and GMP Experience** as follows:

1. Identify at least three projects of similar size, scope or complexity and preferably a construction value greater than \$100M from the complete list provided in Paragraph B.1 above, that are representative of the PROPOSER's experience with a CM/GC GMP, or collaborative project delivery method such as progressive design-build. Information for each project will include the following:
  - a. Name of project.
  - b. Name of CONTRACTOR or legal entity on the Contract.
  - c. Description of project, including the type of delivery method.
  - d. PROPOSER's project manager and superintendent.
  - e. Start date, original contract completion date, extended contract completion date, and actual completion date of the Project.
  - f. Identify the number of lost time accidents on the project and identify the number of consecutive days without a lost time accident.
  - g. Discussion of the involvement of the PROPOSER with the OWNER's engineering and operations/maintenance staff and DESIGNER during planning, design, and permitting, if applicable.
  - h. Discussion of the involvement of the PROPOSER with the OWNER's engineering and operations/maintenance staff and DESIGNER during construction as it related to scheduling and coordinating the work and maintaining access to adjacent buildings, if applicable.
  - i. Discussion of any cost savings ideas offered to the OWNER and how cost-savings were achieved with Value Engineering, biddability and constructability reviews, and other approaches. Describe the tangible benefits and lessons learned that resulted from these cost saving efforts.
  - j. Any additional information that may be deemed relevant to the CONTRACTOR's qualifications as it relates to this project.
  - k. Identify if the project was completed under an OWNER Controlled Insurance Program.

E. INCLUDE IN THE PROPOSAL information related to the **PROPOSER's water and/or wastewater treatment facility construction experience** as follows:

1. Identify at least three water and/or wastewater treatment projects that were completed within the last 15-years with a design capacity of at least 50 million gallons per day of similar scope and complexity to the OWNER's proposed project from the complete list provided in Paragraph B.1 above, that are representative of the PROPOSER's experience delivering water and/or wastewater treatment facilities. Emphasis on representative projects shall include PROPOSER'S experience with: (1) major earthwork consisting of combined excavation and backfill volumes in

excess of 250,000 cubic yards, (2) construction of cast-in-place concrete hydraulic structures of similar size to those proposed, (3) installation of complex process mechanical and chemical feed equipment such as ozone generators and contact chambers, sodium hypochlorite generators, flash mix systems, and (4) coordination of and completion of complex facility start-up, with demonstrated experience in maintaining existing facilities in service while parallel testing and commissioning of new facilities was conducted. Information for each project will include the following:

- a. Name of project.
- b. Name of CONTRACTOR or legal entity on the Contract.
- c. Description of project, including the type of delivery method.
- d. CONTRACTOR project manager and superintendent.
- e. Start date, original contract completion date, extended contract completion date, and actual completion date of the Project.
- f. Identify the number of lost time accidents on the project and identify the number of consecutive days without a lost time accident.
- g. Discussion of the involvement of the PROPOSER with the OWNER's engineering and operations/maintenance staff and DESIGNER during planning, design, and permitting, if applicable.
- h. Discussion of the involvement of the PROPOSER with the OWNER's engineering and operations/maintenance staff and DESIGNER during construction as it related to scheduling and coordinating the work with emphasis given to coordination of startup and commissioning.
- i. Discussion of any cost savings ideas offered to the OWNER and how cost-sharing was achieved with Value Engineering, biddability and constructability reviews, and other approaches. Describe the tangible benefits and lessons learned that resulted from these cost saving efforts.
- j. Any additional information that may be deemed relevant to the CONTRACTOR's qualifications as it relates to this project with information desired regarding experience with startup and commissioning of a large potable water treatment facility that generated large volumes of waste water prior to being fully commissioned and put online.
- k. Identify if the project completed under an OWNER Controlled Insurance Program.

F. INCLUDE IN THE PROPOSAL information for the PROPOSER on all of the PROPOSER's entities related to **Health and Safety Records** as follows:

1. Provide a copy of the PROPOSER's current Worker's Compensation Experience Modification Rate (EMR) and the PROPOSER's EMR for years 2015, 2016, 2017, 2018 and also include the most current EMR available. If the PROPOSER's EMR is currently 1.0 or greater, attach a letter of explanation.
2. Indicate whether or not the PROPOSER has been cited for any OSHA violations within the past 24 months. If yes, provide details including specific violation(s) and date(s).
3. List the PROPOSER's 3-digit Standard Industry Classification (SIC) code and all entities of the PROPOSER's OSHA Recordable Lost Time Incident Rate.
4. A copy of the PROPOSER's documented Safety Plan.
5. Copies of the last five (5) years of PROPOSER's OSHA 300 log including form 300A. All employees' names shall be obscured with indelible marker. Ensure that the SIC Code is included on form 300A. Provide total hours worked by PROPOSER for the last five (5) calendar years.
6. Describe the most-significant accident that occurred on a project that the PROPOSER worked on and what, if anything, was learned from this event.
7. The Documented Safety Plan & the OSHA 300 log including form 300A are to be placed in the Supplemental Information section of the proposal, and as such will not be a part of the page



count. Note that all information requested in subsection F still remains a part of the evaluation criteria, and the placement of the Documented Safety Plan & OSHA 300 log in the Supplemental Information section does not remove them from the evaluation criteria.

8. Describe the PROPOSER's experience with an OCIP.

G. INCLUDE IN THE PROPOSAL information related to the PROPOSER's **green design** project experience as follows:

Identify at least two large-scale construction projects that were completed within the last 8-years that followed a green design approach in order to achieve a reputable green building certification, such as USGBC LEED or Living Building Challenge. Information for each project will include the following:

- a. Name of project.
- b. Name of CONTRACTOR or legal entity on the Contract.
- c. Description of project, including the type of delivery method.
- d. CONTRACTOR project manager and superintendent.
- e. Start date, original contract completion date, extended contract completion date, and actual completion date of the Project.
- f. Green building standard (name and version) and level of recognition (e.g. silver, gold) the project achieved.
- g. Key and/or innovative green design features of the project.
- h. Description of the roles/responsibilities the PROPOSER fulfilled specific to the green design approach.
- i. Provide any other details related to the project that exemplifies the PROPOSERS knowledge and experience in executing a green building project.

H. INCLUDE IN THE PROPOSAL information related to **Partnering Experience** as follows:

1. Describe your approach to Partnering.
2. Describe your experience with Partnering.
3. Describe the benefits and drawbacks that the PROPOSER has experience in past partnering exercises.

### 3. TECHNICAL PROPOSAL

A. INCLUDE IN THE PROPOSAL information related to **Project Understanding, Approach and Sustainability** as follows:

1. Project Understanding- Description of your understanding of the project delivery goals of OWNER and the design objectives of the constructed project.
2. Pre-Construction Services Approach- Description of PROPOSER's proposed approach to work with OWNER and DESIGNER to optimize the completion of the Contract Documents (Specifications and Plans). Address available personnel, schedule forecasting, and assistance to define potential bid packages.
3. Construction Services Approach- Description of your proposed approach to provide construction services. Address your construction management approach with OWNER and DESIGNER including interface with operations staff and coordination of safety procedures.
4. Sustainability – Description of PROPOSER's proposed approach to integrated green building design and meeting stated sustainability objectives around: 85% waste recycling goal, idling minimization, Clean Air Construction requirements (reducing diesel particulate matter emissions), identifying and utilizing concrete mixes with lower GWP than industry averages per applicable strength class, and identifying and utilizing sustainably-sourced wood products.

B. INCLUDE IN THE PROPOSAL information related to **Administration of Work, Project Scheduling, and**

**Coordination** as follows:

1. Project Controls- Description of project controls during construction. Address submittals, potential change orders, quality control, startup, project closeout, and potential claims.
  2. CPM Scheduling-Description of scheduling tools including use of VDC 5D modeling and Synchro. Address short-term, long-term, and recovery scheduling.
  3. Procurement Procedure- Description of your proposed procedure for the selection of Subcontractors and Suppliers to perform the Work. Explain how your approach will maximize competition and minimize favoritism as summarized in the *Factual Findings for the Proposed Exemption from Competitive Bidding-Bull Run Filtration Project* on August 14, 2018 via Ordinance No. 189146. (may be referenced on City of Portland website at: <https://efiles.portlandoregon.gov/Record/12210912/>)
  4. Indicate areas of interest and proposed procedures to self-perform portions of the Work and explain why these areas are of interest to the PROPOSER. Refer to this RFP, *Part I, Section A.4 Scope of Work and Project Goals for mandatory self-performance* requirements.
  5. Construction Packaging - Description of your proposed approach to develop bid packages for Subcontractors and Suppliers to expedite construction, procure long-lead items and address construction sequencing to meet the approved construction schedule for substantial completion. Identify preliminary breakdown of construction packages initially envisioned.
  6. Cost Control - Description of your proposed approach for preparing construction cost estimates and assisting OWNER and DESIGNER to achieve project budget. Address construction cost tracking and recovery procedures to achieve the Project budget.
- C. INCLUDE IN THE PROPOSAL information related to the Proposer's approach to early work as follows:
1. Describe early work (construction work to be completed prior to final design) packages (if any) that the Proposer believes will help progress the project in a more cost effective or timely manner.
  2. Describe a program associated with the packages noted above that will fulfill the OWNER's commitment to ensure that the public served by the OWNER receives the fullest benefit of the public works construction project undertaken by the OWNER as noted in the CBA.
  3. Early work packages may include elements such as mass grading that will likely present less risk than the overall project. If applicable provide an alternate CM/GC fee for the early work package(s) proposed.
- D. INCLUDE IN THE PROPOSAL information related to **Value Engineering** as follows:
1. Value Engineering Experience- Description of your value engineering experience and approach.
  2. Value Engineering Successes- Examples of past successes with value engineering.
  3. Potential Value Engineering Ideas- Offer potential value engineering ideas that are applicable to the Bull Run Filtration Project.
- E. INCLUDE IN THE PROPOSAL information related to PROPOSER's Workload as follows:
1. Workload - Description of current and future workload as a percentage of PROPOSER's total bonding capacity. Compare aggregate construction cash flow for the past 12 months and projected through Spring 2022 with anticipated cash flow for the Project.
  2. Key personnel - Describe commitments of key personnel for the past 12 months and projected through Spring 2022 with anticipated workload for the Bull Run Filtration Project.
- F. INCLUDE IN THE PROPOSAL information related to PROPOSER's Health and Safety Plan as follows:
1. PROPOSER safety program philosophy and management plan.
  2. The Risk/Safety Management Program that PROPOSER will implement to identify hazards, eliminate exposures, and minimize project risks.

3. The steps and/or strategies that PROPOSER will take to control indemnity exposures in the event a loss occurs on the Project.
  4. How does PROPOSER plan to hold PROPOSER's employees and subcontractors accountable for safety and ensure that the Project Risk/Safety Management Program goals are achieved?
  5. What does PROPOSER believe to be the most critical elements of a Risk/Safety Management Program and what types of innovation safety management approaches will the PROPOSER use on this Project?
  6. What does PROPOSER believe are the greatest third-party risk exposures on the Project and what risk control techniques will be implemented to control each exposure?
- G. INCLUDE IN THE PROPOSAL information related to quality control as follows:
1. Describe your approach to CQC.
  2. Describe your experience with CQC
  3. Discuss involvement and roles of subcontractors in the CQC process
  4. Provide your recommendations for ensuring a successful CQC project and successful CQC Manager
  5. Discuss your approach to involving the Owner in the CQC process.
  6. Discuss your approach to involving special inspection and the EOR in the CQC process, including coordination for inspections, structural observations, and site visits. Describe any experience in scheduling and coordinating these activities to avoid impacting the work, both for planned inspections and to resolve unforeseen issues.
  7. Describe your typical CQC team, including the CQC manager, subject matter experts, technical staff, material testing firms, and any other support personnel. Provide a typical organization chart and describe each team member's roles and responsibilities in the CQC process, including your expectations of each team member's education, training, experience, and certifications.

#### **4. CORPORATE RESPONSIBILITY**

Through the adoption of The Portland Plan, the Social Equity Contracting Strategy, and Sustainable Procurement Policy, the Portland City Council has shown its commitment to contracting with socially- and environmentally-responsible businesses. The City values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon D/M/W/ESB/SDVBE.

**All Proposers shall address the following in their proposals:**

**a. Oregon State Certification / Opportunity Partnership**

The Social Equity Contracting Strategy promotes D/M/W/ESB/SDVBE economic growth and encourages partnering and mentoring between large and small D/M/W/ESB/SDVBE firms on City contracts. Therefore, points are allocated to those PROPOSERS who are currently certified in the State of Oregon as a D/M/W/ESB/SDVBE or who submit an Opportunity Partnership.

For purposes of this RFP, an "Opportunity Partnership" shall be defined as any joint-venture or teaming agreement between a General Contractor and an Oregon State Certified D/M/W/ESB/SDVBE ("Opportunity Contractor") provided that: 1) the terms of the Joint-Venture business entity or teaming agreement ensure that each party shares in the profits and losses and has a voice in controlling the Project proportional to the division of work between the General Contractor and the Opportunity Contractor; 2) that the Opportunity Contractor performs work on this project in a General Contractor role, in addition to any trade-specific scope of work it self-performs for separate compensation; and 3) the General Contractor provides mentoring to

the Opportunity Contractor to gain knowledge and experience that is not commonly passed on through a General Contractor/Subcontractor relationship. The City shall be named as a third-party beneficiary in any teaming agreement between the General Contractor and Opportunity Contractor for work on the project.

Please indicate in your response if your firm is currently certified in the State of Oregon as a DBE, MBE, WBE, ESB, or SDVBE or is submitting an Opportunity Partnership. If submitting an Opportunity Partnership, provide the names and State certifications of the firms making up the joint venture or entering into the teaming agreement, the relationship with regard to this project, how the work will be distributed between the parties, and the division of compensation between the parties.

**b. Disadvantaged, Minority, Women, Emerging Small Business and Service Disabled Veteran Business Enterprise Contracting**

D/M/W/ESB/SDVBE subcontractor utilization shall comply with the requirements of the City's Community Benefits Agreement included as **Exhibit A**.

For purposes of the Community Benefits Agreement only, Hard Construction Costs means the cost to build improvements on a property, including all related construction labor and Materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as profit, overhead, administration, or taxes or other professional services shall not be considered as part of the Hard Construction Costs. Costs related to Specialty Work are not to be included in Hard Construction Costs unless assessment shows that there is availability and capacity of D/M/W/ESB/SDVBE firms to perform such Specialty Work.

For Phase 2 and Phase 3- Construction Services of the Project, the PROPOSER is to state (estimated in total dollars) its proposed utilization goal for D/M/W/ESB/SDVBE along with the divisions of the Work in which it intends to subcontract.

i) Describe your previous work and approach for developing and implementing a D/M/W/ESB/SDVBE Subcontractor and Supplier Plan such that subcontracting opportunities (including, suppliers, manufacturers and services) are identified for the following:

- State certified D/M/W/ESB/SDVBE and
- Non-certified subcontractors.

The program plan approach and description must, at a minimum, address the following:

- Utilization goal (estimated in total dollars) for minority-owned, women-owned and emerging small business participation on the project.
- Approach and methodology for identifying subcontracting opportunities (including suppliers, manufacturers and services) that can be determined for each subcontractor class referenced above.
- How outreach will be conducted to inform these contractors of opportunities, schedules, solicitations, etc.
- Any mentoring, technical and bonding assistance to be made available to D/M/W/ESB/SDVBE subcontractors.
- Any financial assistance, including bonding, prompt pay and/or other forms of financial assistance that increases D/M/W/ESB/SDVBE subcontractor's capacity and capability for maximum participation.
- Name, experience, and qualifications of the personnel assigned to and responsible for the successful development and implementation of the plan.
- Approach to developing a successful Workforce Training and Hiring Program that meets the requirements contained in **Exhibit A**.
- Anticipated divisions of work to be subcontracted.

PROPOSERS are directed not to identify potential construction subcontractors in their response to this RFP. The identification of subcontractors to perform such work is premature at this juncture. The identification and documentation of construction outreach, subcontractors, etc. and your Workforce Training and Hiring Program Plan shall be developed in compliance with the Community Benefits Agreement during the pre-construction services work of the project.

ii) If any pre-construction service tasks are to be performed under subcontract, list the name, address, telephone and fax number, scope of work, subcontract dollar amount, and whether or not the firm is certified as D/M/W/ESB/SDVBE by the State of Oregon.

**c. Workforce Diversity and Community Involvement**

- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce including in leadership positions (e.g., women and people of color).
- How do you approach internal on the job training, mentoring, technical training, and/or professional development and advancement opportunities for women and people of color?
- Describe your firm's employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe your firm's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

**d. Sustainable Business Practices**

- Is your firm a signatory to the UN Global Compact and/or United Nations' 1.5-degree Business Ambition Pledge? If yes, summarize the actions your firm is taking to fulfill its commitment and provide a link to your firm's most recent annual UN Global Compact (or similar) report.
- Does your firm have publicly declared carbon, water, and waste reduction goals? And, does your firm track and publicly report on meeting those goals? If so, describe the scope of these initiatives and provide a link to the publicly available reports.

**The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all D/M/W/ESB/SDVBE commitments submitted by the CM/GC, and the CM/GC will be required to submit Monthly Subcontractor Payment and Utilization information electronically to ensure that subcontractors are utilized to the extent originally proposed and submitted in its proposal. The CM/GC will not be permitted at any time to substitute, delete, or add a subcontractor without the prior written approval of the Chief Procurement Officer. For reference, a copy of this form may be obtained at: <http://www.portlandoregon.gov/brfs/?c=45475>.**

**5. PROPOSED COST**

**Phase 1, Pre-Construction Fee:**

In the appropriate location on the Certification and Contract Offer proposal form (**Proposal Form A**), provide a fee to provide the Pre-Construction Services for the project as described in the Scope of Work listed in Part I, Section A.

Proposed Cost Information. Provide a breakdown of the Pre-Construction Fee and identify any assumptions that have been used to develop the Pre-Construction Fee. Proposed cost information must be submitted as a separate attachment with PROPSER's proposal through the City's Online Procurement Center (BuySpeed) at: <https://procure.portlandoregon.gov/> This information is not part of the page count. Information must be provided in Microsoft Word and/or Excel format and include the following:

- A) Billing Rate information. Billing rate information must include the name, classification and hourly billing rate for each employee that may be used under the contract (including subcontractors). The Water Bureau has authorized an annual Cost of Living or Inflation adjustment to the proposed rates that may not exceed 2%, with no increases available in the first year of the contract. The first annual rate increase is estimated to be in January 2022. The time at which rates increase shall be indicated on the schedule and budget detail provided by PROPOSERS.
- B) Cost Proposal Table. The PROPOSER will provide a cost table that reflects the personnel classifications and types as well as the proposed hours to complete each task associated with the Pre-Construction fee (including subcontractors); and any reimbursable(s).

Additional information. The main points with regard to budget management for the contract are:

- A) The overall Pre-Construction contract and GMP contract(s) will reflect a not-to exceed contract amount.
- B) Compensation for the CM/GC's subcontractors will be limited to the same restrictions imposed on the CM/GC.
- C) The maximum markup on subcontractor work will not exceed 5% for the total term of the contract refer to "Subcontractor Cost" section below. PROPOSERS are not guaranteed the maximum mark-up will be allowed, it may be less or none. The actual rate will be determined during contract negotiations.

Payments for Phase 1, Pre-Construction. Compensation to the CM/GC will be based on invoices, monthly report, and monthly progress reports completed for work and submitted to the City, which will document completion of tasks/subtasks and provide detailed documentation of work activity by the CM/GC (including subcontractors). The CM/GC will be required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the contract are not eligible for reimbursement. Payments to subcontractors are required within 10 days of receipt of payment from the City.

#### **Subcontractor Costs**

Compensation for subcontractors will be limited to the same restrictions imposed on the successful Proposer. Subcontractor services will be billed at cost plus a 5% mark-up. Other Direct Expenses, as stated under *Standard Reimbursable Costs*, will be billed at cost without mark-up. Allowable subcontractor services can only be marked-up once. For example, the successful Proposer will not be authorized to mark-up on a second-tier subcontractor's allowable expenses if it has already been marked-up by the successful Proposer's subcontractor. Mark-up is not allowable when using intergovernmental resources to complete work and will not be accepted.

#### **STANDARD REIMBURSABLE COSTS**

The following costs will be reimbursed without any mark-up: Preapproved travel, including mileage (only travel beyond a 100-mile radius of Portland when specifically required by the contract will be reimbursed); daily per diem during travel and while to conduct work specifically associated to this contract; document reproduction directly attributable to the contract; preapproved food and non-alcoholic beverages for Project meetings directly attributable to the contract; preapproved information technology equipment including computers, printers, and related equipment purchased by successful Proposer specifically for the contract; and other preapproved reimbursable direct costs directly attributable to the contract. There will be no increase to any reimbursable(s) during the term of this contract.

#### **Travel**

It is the policy of the City that all travel will be allowed only when the travel is essential to the normal discharge of the successful Proposer's responsibilities under the contract. All travel must be for official City business only. All travel and lodging will be conducted in the most efficient and cost-effective manner. Reimbursable direct costs include preapproved travel beyond a 100-mile radius of Portland. Travel will be reimbursed as follows:

- Airfare: Itemized receipts are required, and reimbursement is based on actual expenses incurred. All successful Proposer representatives must fly “coach class” unless successful Proposer personally pays the difference. One checked bag fee is permitted per flight.
- Rail Travel: Receipts are required, and reimbursement is based on actual expenses incurred. All successful Proposer representatives must travel by “coach class” unless successful Proposer personally pays the difference. For overnight rail trips, reimbursement for sleeper accommodations is limited to one roomette per person. Bedrooms are allowed only when roomettes are not available, and successful Proposer must provide proof of no availability. Any upgraded travel will require successful Proposer to personally pay the difference.
- Car rentals: Itemized receipts are required, and reimbursement is based on actual expenses incurred. All successful Proposer representatives will be limited to economy or compact-sized rental vehicles, unless there are three or more persons on official City business. successful Proposer will pay the difference otherwise.
- Taxis/Ride-sharing Services/Mass Transit/Parking/Tolls/Gas: Receipts are required, and reimbursement is based on actual expenses incurred. Reimbursable tips are limited to 15%. Use of mass transit is strongly encouraged.
- Private Vehicle Usage: Is not authorized under the contract. No gas expenses will be reimbursed for private vehicle usage under the contract.
- Meals: Receipts are not required (but must be made available upon request or for an audit) and reimbursement is based on the U.S. General Services Administration’s (GSA) Meal and Incidental Expenses (M&IE) rate and guidelines per the travel year and destination – <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- Lodging: Receipts are required, and reimbursement is based on GSA rates for the month and destination – <https://www.gsa.gov/travel/plan-book/per-diem-rates>. **Expenses beyond the allowable GSA rates will NOT be reimbursed.**

It is the responsibility of the successful Proposer to request and maintain in their possession itemized receipts for air, lodging, ground transportation, and registration fee (if any) expenses. Under no circumstance will the City reimburse the aforementioned expenses without a receipt.

All travel must be pre-approved in writing by the PWB Project Manager with the successful Proposer providing an estimated total cost of the travel. Reimbursements for travel must include itemized receipts AND a summary page with the following information: employee name, travel purpose, travel to/from locations, dates of travel, and list of expenditures for airfare, lodging, ground transportation, registration fee, and daily per diem requested. Daily per diem must be listed per day to reflect the amount charged per day minus any deductions for provided meals.

#### **Preapproval of Travel/Meals**

All travel and meals must be preapproved by the PWB Project Manager in writing. The successful Proposer will be required to notify the PWB Project Manager regarding all travel they anticipate, including any travel beyond a 100-mile radius of Portland and indicate why this travel would be necessary. When requesting authorization for travel and meals, the successful Proposer will be required to include the estimated date/times when Key Personnel, either employed with the successful Proposer or as a subcontractor on the contract, will be required to travel and how this is associated with the contract as well as indicate the location and estimated costs for that travel. The successful Proposer will include the purpose and reason why a local member would not be available to perform the work and why an alternate communication method could not be used. The successful Proposer will provide the preapproved email or letter that authorized travel when submitting their monthly invoice for review and approval.

### **Food and/or non-alcoholic beverages**

Food and/or beverages may be provided to participants at training sessions, meetings or conferences that are allowable activities and have been preapproved by the PWB Project Manager in writing. In addition, the agenda, list of participants and approval from the PWB Project Manager must be included as an attachment to the monthly invoice submitted for the scheduled event. Expenses incurred for food and/or beverages provided at training sessions, meetings, or conferences must satisfy the following three (3) tests:

Test 1: The cost of the food and/or beverages provided is considered to a reasonable in cost.\*

Test 2: The food and/or beverages provided are incidental to a work-related event.

Test 3: The food and/or beverages provided are not related directly to amusement and/or social events.

Any event where alcohol is being served is considered a social event and, therefore, costs associated with that event are not allowable. \*Reasonable in cost shall be defined as a price that is consistent with what a reasonable person would pay in the same or similar circumstances for the same business or for the same or similar item.

The successful Proposer and their subcontractors must adhere to the following applicable definitions for food and beverages:

- Food and/or beverages retain their common meanings.
- Food and/or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity that supports the project under this Contract between the Consultant and the Water Bureau.
- **Beverages do not include alcoholic drinks.**

### **Gratuity**

Gratuity for food, transportation, and other allowable expenses will be reimbursed at the maximum rate of 15%. Any additional tipping beyond 15% shall be paid by the successful Proposer.

**Personal expenditures or expenditures not related to the contract are not eligible for reimbursement.**

### **CM/GC Fee for Phase 2 and 3 - Construction Services:**

The CM/GC Fee shall consist of those items specified in the Project General Conditions, Section 007200 (**Exhibit H**).

In the appropriate location on the Certification and Contract Offer proposal form (**Proposal Form A**), state the CM/GC Fee(s) for Phase 2 and a separate fee for Phase 3 for work as a percentage for which your firm would contract to perform this project.

The Owner has applied for Federal Funding for this project. If this funding is secured the Project may need to comply with specific requirements associated with NEPA, American Iron and Steel, Prevailing Wages or other Federal Funding requirements which may impact labor rates or procurement of materials. In the appropriate location on the Certification and Contract Offer proposal form (**Proposal Form A**), state the CM/GC Fee as a percentage for which your firm would contract to perform this project if Federal Funding requirements are implemented.

**Labor Rates:** At a minimum, all workers on this project shall be paid in accordance with the provisions of the BOLI Prevailing Wage Rates for Public Work Projects in the State of Oregon. The BOLI Wage Rates in effect at the time the RFP is advertised will apply to Phase I services, for any work performed by the PROPOSER and/or its subcontractors that qualify for BOLI wages. The BOLI Wage Rates in effect at the time the Construction Services Agreement is fully executed will apply. If you anticipate paying wage rates in excess of the applicable BOLI Prevailing Wage Rates, please note the extent of deviation expected and the reasons why.



**Cost of Responding:** All costs incurred by any PROPOSER in preparation of proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the PROPOSER; the City shall not be liable for any of these costs. At no time will the City provide reimbursement for submission of a proposal, interview or cost associated with responding or proposing to this solicitation.

#### 6. PROPOSAL FORMS

Supplemental information, including, but not limited to additional descriptions, project write-ups, and project photo(s) of completed similar projects or other information pertinent to the Project or work to be performed, should be included here. Relevant resumes shall also be included in this section.

#### 7. SUPPORTING INFORMATION

Supplemental information, including, but not limited to additional descriptions, project write-ups, and project photo(s) of completed similar projects or other information pertinent to the Project or work to be performed, should be included here. Relevant resumes shall also be included in this section.

## PART III PROPOSAL EVALUATION

### SECTION A PROPOSAL REVIEW AND SELECTION

#### 1. EVALUATION CRITERIA

An Evaluation Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of twenty-one (21) working days to evaluate and score the proposals

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a finalist. Each proposal response will be evaluated in accordance with the following evaluation criteria:

**Evaluation Level #1 – Written Scoring:** Responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review and scoring by the Committee of the proposals as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
1. COVER LETTER	REQUIRED	REQUIRED
2. QUALIFICATIONS	45	
Recent Relevant Projects		9
Individual Team Member Experience and Qualifications		9
History of Individual Team Members Working Together		8
Health and Safety Record and Corporate EMR		8

CQC Experience and Approach		7
Partnering Experience and Approach		4
3. TECHNICAL PROPOSAL	25	
Project Understanding, Approach and Sustainability. Include ideas regarding applicability and implementation of early construction work, and the use of Virtual Design and Construction/5-D.		10
Administration of Work, Project Scheduling, and Coordination		4
Value Engineering		4
Proposer's Workload and Availability		3
Proposer's Health and Safety Plan		4
4. CORPORATE RESPONSIBILITY	20	
OR State Certification / Opportunity Contractor		4
DMWESB Contracting		8
Workforce Diversity & Community Involvement		3
Sustainable Business Practices		5
5. PROPOSED COST	10	
Phase 1 – Pre-construction Services Fee		5
Phase 2/3 – Construction Services CM/GC Fee		5
TOTAL:	100	

**Evaluation Level #2 – Interview Scoring:** If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations to further clarify the Proposer's proposal(s). The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of scoring well enough to be awarded a contract. Proposers invited to participate in Evaluation Level #2 (oral interviews) will be given additional information regarding the City's desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria		
Criteria	Maximum Level #2 Score	Point Distribution by Subsection
Content of Oral Presentation (TBD)	100	
<b>Total:</b>	<b>100</b>	

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

**NOTE:** In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

## **2. SCORING PROCESS**

For Evaluation Level #1, the sum of all points earned by a Proposer from all proposal evaluators will be the Overall Score for Level #1. The Evaluation Committee may choose to focus on only a limited number of proposals by developing a "short list" to move on to Evaluation Level #2 based on the scores from the written proposals. Or they may choose to proceed directly to contract negotiation and award.

If Proposers move to Evaluation Level #2, then the proposal scores from Level #1 will not be used during the oral interview/presentation process and they will be scored based on the Level #2 criteria alone. Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring proposal(s), based on their Total Overall Score, may be identified as the Successful Proposer(s).

## **3. CLARIFYING PROPOSAL DURING EVALUATION**

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

# **SECTION B CONTRACT AWARD**

## **1. CMGC SELECTION**

The City will award a pre-construction contract to the highest scoring PROPOSER. Should the City not reach a favorable agreement with the highest scoring PROPOSER the City, at its sole discretion, shall terminate negotiations with the highest scoring PROPOSER and commence negotiations with the second highest scoring PROPOSER and so on until a favorable agreement is reached. A CM/GC selection process will be carried out under Portland City Code Chapter 5.34.

## **2. CONTRACT DEVELOPMENT**

The proposal and all responses provided by the successful PROPOSER may become a part of the final contracts. The form of contracts shall be the City's Contracts for Construction Management / General Contractor construction services. A sample contract for the Pre-Construction Services is attached as Exhibit B. The City's sample contract for the Construction Services is attached as Exhibit C.

## **3. REVIEW AND PROTESTS**

**REVIEW:** Following the Notice of Intent to Negotiate and Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

**PROTESTS:** Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7)

calendar days of the notice. Protests may be submitted to the Chief Procurement Officer for this formal solicitation only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, unless otherwise noted, following the date the City's Notice of Intent to Negotiate and Award or Notice to Short List was issued. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was mis-scored, or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that had no material effect on the selection of the proposed consultant, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the Bureau to cancel the solicitation, and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Negotiate and Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

#### **4. KICK-OFF MEETING**

If requested by the City, the CM/GC shall begin work by attending an orientation meeting to take place within ten (10) days following execution of the contract. The CM/GC shall then develop and maintain a comprehensive schedule for all elements of the project.

SEE ATTACHED PROPOSAL FORMS AND EXHIBITS

END OF REQUEST FOR PROPOSALS